



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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January 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENTS
TO THE CAL-LEARN CASE MANAGEMENT SERVICES AGREEMENTS
WITH THE ADOLESCENT FAMILY LIFE PROGRAM AGENCIES
TO EXTEND THE AGREEMENTS, INCREASE THE COST PER CASE RATE AND
INCLUDE A COST OF LIVING ADJUSTMENT PROVISION
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Mayor to sign the enclosed Amendments to the Cal-Learn Case Management Services Agreements with the four Adolescent Family Life Program (AFLP) agencies: AltaMed Health Services Corporation, Childrens Hospital Los Angeles, El Nido Family Centers, and Foothill Family Service. The Amendments extend the Agreements for eight months, effective one day after Board approval, increase the firm-fixed cost from \$160.91 to \$200.84 per case per month, include a Cost of Living Adjustment (COLA) provision, and revise the contracts' Statement of Work. Also, the Amendment for the AltaMed Health Services Corporation contract rolls over funds of \$23,444.

The Agreements do not include maximum contract amounts because they are caseload driven. Payment is based on the number of eligible teens who are enrolled and participate in the Cal-Learn program. The cost of the eight month contract extension is within the estimated three-year contract costs for the Agreements totaling \$21,027,719 for the period September 1, 2003 through August 31, 2006 and \$7,009,240 annually. Funding for these contracts is included in the CalWORKs Single Allocation for FY 2005-06 and there is no additional net County cost since the CalWORKs Maintenance of Effort requirement will be met.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Cal-Learn is a State-mandated program for CalWORKs participants who are under 19 years old, are pregnant or parenting, and have not yet completed their high school education. The County's Cal-Learn contractors provide comprehensive, intensive case management to assist teens in completing their high school education.

For the past six years, the firm-fixed fee of \$160.91 for Cal-Learn case management services in Los Angeles County has remained unchanged. The contractors reported that they need to retain the level of staff necessary to provide high quality services with the skills required to track the performance outcome measures.

Effective December 2003, the Board mandated that the Cal-Learn contractors meet three performance measures, school enrollment (60%), report card submission (50%) and graduation rate (50%). To track their performance, the contractors had to enhance their current tracking system to enable them to provide data to DPSS. The system enhancement together with the added administrative workload required for the Cal-Learn case managers to document participants' progress, has resulted in increased costs to the contractors. The contractors' additional responsibilities to provide detailed documentation to validate their performance, requires the kind of infrastructure and administratively trained staff that warrants a significant increase in the reimbursement rate. The recommended rate increase will compensate the contractors for the added workload and administrative expertise.

In addition, the contractors have reported that they are currently operating at a deficit because their cost of doing business is not commensurate with the existing reimbursement rate of \$160.91 per case per month. Also, the contractors have expressed that some of their Cal-Learn case managers are leaving for better paying jobs because wages are too low, thus creating a gap in services to Cal-Learn participants. The COLA provision in the Amendments complies with County policy and will compensate the contractors for the increased cost of doing business; costs associated with the increase in salaries for administrative and case management services and operating costs for equipment, supplies, mileage, facility leases, etc.

DPSS staff surveyed various counties in the State to determine the per case rate in the larger counties. The cost per case per month rate ranges from \$137.50 to \$266. The statewide average for the cost per case per month is \$209.58.

The contractors accepted DPSS' offer of \$200.84 per case per month based on the following:

21.1% of \$160.91	= \$194.86 (Consumer Price Index over the last 6 years)
Administrative costs	= \$ 5.98
Total Rate	= \$200.84

The new fee and COLA will allow the contractors to be reimbursed for the work performed.

The contractors have met all of their performance outcomes measures. As of September 2005, 65 percent of Cal-Learn participants were enrolled in high school, 90 percent submitted their report cards and 70 percent graduated from high school or obtained their GED certificate. This is a marked improvement from the figures reported for December 2004, in which 65 percent were enrolled in school, 63 percent submitted their report cards and 39 percent graduated or received their GED certificate. The contractors have worked very hard to achieve the performance outcome measures and will continue to do so.

DPSS will provide quarterly reports on the performance measures to the Board through the end of the contract term, August 31, 2006. The current Cal-Learn Agreements are extended on a month-to-month basis not to exceed three months effective December 1, 2005 through February 28, 2006.

In addition, the Amendment for the Cal-Learn contract with AltaMed Health Services Corporation (AltaMed) rolls over funds of \$23,444 to allow the contractor to establish an office in the Long Beach area to serve participants previously served by Southern California Youth and Family Center. On October 25, 2005, the Board approved these funds for that purpose. However, under the current contract, these funds were to be expended by November 30, 2005, and cannot be rolled over beyond this date. AltaMed is requesting that the additional funds be extended beyond November 30, 2005 because they have yet to expend the funds. In the interim, AltaMed is serving Cal-Learn participants out of their Lynwood office and will continue to serve this population through the next contract period.

Implementation of Strategic Plan Goals

The Amendments are consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective and goal-oriented; Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity; and Goal #5 (Children and Families' Well-Being) to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

These Agreements are not subject to contract maximums. The estimated costs may increase or decrease based solely upon caseload fluctuation. The cost of the eight month contract extension is within the estimated three-year contract costs for the Agreements totaling \$21,027,719 for the period September 1, 2003 through August 31, 2006 and \$7,009,240 annually. Funding for these contracts is included in the CalWORKs Single Allocation for FY 2005-06 and there is no additional net County cost since the CalWORKs Maintenance of Effort requirement will be met.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Amendments extend the Agreements for eight months, commencing one day after Board approval through August 31, 2006.

The County is authorized to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334 and California Department of Social Services' (CDSS) Manual of Policies and Procedures, Chapter 42-762 through 42-769, and the COUNTY's Cal-Learn Plan.

The agencies have provided satisfactory services to the County for the past ten years and have been active partners in the administration of these services. The Cal-Learn program was first implemented through Board-approved, sole source contracts on February 28, 1995. The proposed Agreements will continue to foster effective partnerships with the County's community-based organizations.

The award of these Amendments will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The County may terminate the Agreements with a 30 calendar day prior written notice.

The contractors will not be asked to perform services which will exceed the Agreements' rates, scope of work, and agreement term.

CONTRACTING PROCESS

State law requires that counties contract with the AFLP agencies to provide intensive case management services. Thus, these Agreements were not the result of a competitive solicitation but rather procurements by negotiations.

IMPACT ON CURRENT SERVICES

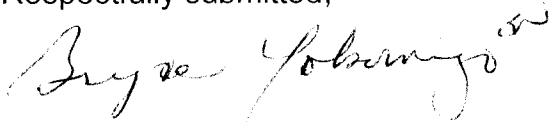
The execution of these Amendments will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. This Amendment will not affect the current services being provided under this agreement.

The award of these Amendments will enable the Department to continue providing Cal-Learn case management services to the County's eligible pregnant and parenting teenagers.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and three (3) original signed copies of each amendment to the Director of DPSS.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Bryce Yokomizo", with a small flourish at the end.

Bryce Yokomizo
Director

BY:yjm

Enclosures

c: Auditor-Controller
Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER SIX TO THE AGREEMENT WITH
ALTAMED HEALTH SERVICES CORPORATION FOR THE PROVISION OF
CAL-LEARN CASE MANAGEMENT SERVICES**

Reference is made to the document entitled "Cal-Learn Case Management Services Contract By and Between the County of Los Angeles and AltaMed Health Services Corporation," dated August 12, 2003, and further identified as County Agreement Number 74590, Amendment Number One, dated September 29, 2003, Amendment Number Two, dated November 25, 2003, Amendment Number Three, dated November 30, 2004, Amendment Number Four, dated October 25, 2005, Amendment Number Five, dated November 8, 2005, Change Notice Number One, dated October 23, 2003, and Change Notice Number Two, dated June 10, 2004, hereinafter referred to as "Agreement."

Effective one day after Board approval, the Agreement is amended as follows:

1. SECTION II, TERM OF AGREEMENT, Paragraph 1.4 is added as follows:

1.4 This Agreement is extended for eight months, effective one day after Board approval through August 31, 2006. The complete and revised term of this Agreement is September 1, 2003 through August 31, 2006.

2. SECTION IV, CONTRACT RATES, Paragraph 1.0 is deleted in its entirety and replaced with the following Paragraphs 1 and 2. Paragraph 3 is added as follows:

1. Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$200.84 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.
2. Cost of Living Adjustment (COLA) - The contract amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the cost of living adjustment will not be granted.

3. **SECTION IV, CONTRACT RATES**, Subparagraph 1.1.2 is added as follows:

1.1.2 Attachment B-5, Contractor's Budget is added as an attachment hereto, effective January 1, 2006 through August 31, 2006.

4. **SECTION V. INVOICING AND PAYMENT**, Paragraph 15.is deleted in its entirety and replaced as follows:

15.0 CONTRACTOR shall submit a monthly invoice to the COUNTY with documentation to support such set up costs/expenditures. If any portion thereof is not expended for the specific use of set-up activities by February 28, 2006, the unexpended balance shall not be rolled over into the next contract period.

5. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 18, CONTRACTOR Responsibility and Debarment, is deleted in its entirety and replaced as follows:

18.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the Contractor may have with the County.

18.3. County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

18.4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the

basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 18.7. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 18.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its

proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

6. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 43.0, Notice to Employees Regarding the Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

43. "The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*"

7. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 63.0, CONTRACTOR's Charitable Activities Compliance, is added as follows:

63. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, 3.0 COUNTY FURNISHED ITEMS, PARAGRAPH 3.6, SUPPLIES**, Subparagraph 3.6.5 is added as follows:

- 3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

9. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, has been deleted in its entirety and replaced as follows:

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASKS

- 5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.
- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the specific tasks listed in Section 5.0 of this Agreement, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR's service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at County Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.

- 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS and LEADER. CONTRACTOR shall confirm the status of a potentially eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.
- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.
 - 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).
 - 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.
- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.
- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.
- 5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the contract, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.
- 5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.

5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five (5) workdays of discovery.

5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the contract for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report

card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due date (within ten (10) work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the contract, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

- 5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

- 5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

- 5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

- 5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three (3) months.

5.10 EXEMPTIONS

CONTRACTOR shall follow applicable State regulations and County Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GSW for approval.

Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six (6) months. County will alert Contractor via the Cal-Learn Checklist five (5) work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three (3) work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 CAL-LEARN EXITS

CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five (5) work days from the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five (5) working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four (4) workdays of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three (3) work days from receipt of CL 15.

CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt.

CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS.

For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three (3) work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within ten (10) work days. For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four (4) work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the ten (10) work days, CONTRACTOR shall complete the transfer as soon as possible.

5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.

5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VI, Paragraph 50.0.
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.
- 5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the contract requirements specified in this agreement as follows:

- 5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.
- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.

- 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.
- 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
- 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;
 - 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
 - 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.8 Service Referrals;

5.16.5.1.9 Complaints.

5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 Retain files as required in Record Retention and Inspection, Section VI, Paragraph 47.

5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five (5) work days' notice of scheduled meetings and request for documentation/information.

5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the contract. CONTRACTOR shall complete the civil rights complaint form **when a Cal-Learn** participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five (5) work days of a telephone call or written notice.

5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Contract and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.
- 5.17.2 CONTRACTOR shall provide on a semi-annual basis:
 - 5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the contract.
 - 5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the contract.
- 5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

- 5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.
- 5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:
 - 5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on ORIENTATION completion, REPORT CARD SUBMISSION and SCHOOL ENROLLMENT rates during the six-month evaluation period of the contract.
 - 5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its GRADUATION rate during the annual evaluation period of the contract.
- 5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed PERFORMANCE**

OUTCOME MEASURES, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the PERFORMANCE OUTCOME MEASURES.

- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed** PERFORMANCE OUTCOME MEASURES, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the PERFORMANCE OUTCOME MEASURES.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period, as described in Agreement Part V, Section 13.0. The highest monthly payment in the evaluation period ending November 2006 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on PERFORMANCE OUTCOME MEASURES.
- 5.18.7 Should rates in any of the PERFORMANCE OUTCOME MEASURES exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

10. ATTACHMENT A, TECHNICAL EXHIBIT 6.1, PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is deleted in its entirety and replaced with the following Performance Requirements Summary Chart attached hereunder.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed by its duly authorized officer(s), this _____ day of _____ 2006.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Senior Deputy County Counsel

ALTAMED HEALTH SERVICES
CORPORATION

By _____
Castulo de la Rocha, President & CEO
500 Citadel Drive, Suite 490
Los Angeles, California 90040

PERFORMANCE REQUIREMENTS SUMMARY CHART - CAL-LEARN CASE MANAGEMENT

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 6 and 12. - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.
Section VI, 9.0 - Complaints & Attachment A, Section 5.14.7 - Complaints.	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 14.0 - Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.
Section V, 16.0 - Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
Section VI, 21.3 and Attachment A, Section 1.3.3.3, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications	Contractor Staffing Qualifications. Bilingual Certification Process.	Contractor staff possess the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services. Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks	Criminal Background Checks.	Conduct criminal background checks to ensure Contractor employees meet County hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should Contractor determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)</u>	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) Contractor is expected to meet a performance outcome for completion of orientation; 3) Contractor is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	Contractor shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment. Contractor shall update the case plan at least once every quarter. Contractor shall monitor each Cal-Learn participant's progress monthly.	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.6 – Supportive Services</u>	Supportive services needs are evaluated and documented. Change in supportive services status reported to GSW within (5) five workdays.	Contractor shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time. Contractor shall apply State regulations and County Cal-Learn Policies and Procedures.	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.
<u>Attachment A, Section 5.7 - School Enrollment Rate</u>	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	Contractor is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7 - Report Card Schedule - Submission Rate</u>	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	Contractor is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7 - High School Graduation Rate</u>	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. Contractor reviews and provides a recommendation for a sanction with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	Contractor shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. Contractor shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A,</u> <u>Section 5.11 –</u> <u>Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	Contractor provides referrals to appropriate community services agencies to assist participants. Contractor shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A,</u> <u>Section 5.12 –</u> <u>Cal-Learn Exits</u>	Cal-Learn Exits	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	Contractor shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. Contractor shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARs Reports and GEARs Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	Contractor shall maintain effective controls to track cases being transferred into and out of Contractor's caseload.	3%	Case review, GEARs Reports and GEARs Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	Contractor shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	Contractor shall provide all administrative services necessary to perform the contract requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>Contractor shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>Contractor shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>Contractor shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	1 point per each day late.

ATTACHMENT B-5
CONTRACTOR'S BUDGET

CONTRACT BUDGET

PROJECT NAME: CAL-LEARN

CONTRACTOR: AltaMed Health Services Corp.

CONTACT PERSON:

Paul Tropea

CONTRACT PERIOD: 01/01/06 - 8/31/06

TELEPHONE NUMBER:

323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$ 647,026.00
Fringe Benefits (28%)	\$181,167.00

Personnel Subtotal	\$ 828,193.00
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OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Contract Period Cost</u>
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1 Equipment *	\$0	\$0
2 Supplies	\$1,700	13,600
3 Mileage	\$1,591	12,730
4 Computers, Printer & Software	\$1,500	12,000
5 Printing/Postage	\$731	5,849
6 Provider Training/Health Promo/Education	\$583	4,667
7 Rent	\$7,658	61,264
8 Utilities	\$740	5,922
9 Telephones	\$998	7,984
10 Facility Repair/Maintenance	\$852	6,816
11 Insurance and Fees/Licenses/Property Taxes	\$917	7,332

Operating Costs - Subtotal	\$17,270	\$138,163
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INDIRECT COSTS (List all appropriate)

(20.5% of Salaries)

132,640

Indirect Cost - Subtotal	\$	\$
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Total Administrative Cost	\$	\$
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case (Sub-contracting)		0
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Grand Total Contract Cost		1,098,996
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Footnotes:

(1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.

(2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

* Please see Itemized Schedule

Paul Tropea
323-889-7352

EMPLOYEE BENEFITS BY CLASSIFICATION						
			POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	TOTAL
FICA	8.00%	\$51,762.00				\$51,762.00
Health Insurance	8.00%	\$51,762.00				\$51,762.00
Unemployment Insurance	0.20%	\$1,294.00				\$1,294.00
Workers Compensation	7.00%	\$45,292.00				\$45,292.00
Pension / Retirement	4.00%	\$25,881.00				\$25,881.00
Medicare	0.80%	\$5,176.00				\$5,176.00
Total Employee Benefits	28.00%					
Fringe Benefit Subtotal		\$181,167.00	\$0.00	\$0.00	\$0.00	\$181,167.00
Total # of Positions by Classification						
Total Fringe Benefits (3):		\$181,167.00	\$0.00	\$0.00	\$0.00	\$0.00

- (1) Contractors must be in compliance with the County's Living Wage Ordinance
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:	Cal-Learn	CONTACT PERSON:	Paul Tropea
CONTRACTOR:	AltaMed Health Services Corp.	TELEPHONE NUMBER:	323-889-7352
CONTRACT PERIOD:	01/01/06 - 8/31/06		

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management			\$ -
2	Indiana	3616	200.84	\$ 726,237.44
3	Long Beach	1856	200.84	\$ 372,759.04
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 1,098,996.48

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

Cal-Learn Budget Justification Narrative

CONTRACTOR: AltaMed Health Services Corp.
CONTRACT PERIOD: 01/01/06 - 8/31/06

CONTACT PERSON: Paul Tropea
TELEPHONE NUMBER: 323-889-7352

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	FTE	Total Cost
<u>Case Management/Administrative Staff:</u>		
Program Director: Responsible for the program overall operations, completes all required reports and ensures contract compliance.	40%	\$ 20,401
Program Manager: Supervises Program Coordinators, closely works with Director to oversee daily program operations and the implementation of program goals and contract compliance.	40%	\$ 16,633
	62%	\$ 23,914
Program Coordinator: Supervises Case Managers, participates in case conferences and provides consultation to maximize case manager intervention with clients.	43%	\$ 14,621
	53%	\$ 18,021
	53%	\$ 18,021
	62%	\$ 23,239
Exec. Admin Assistant: Assists Director and Program Manager with office management, communications, coordination of meetings and other administrative duties.	40%	\$ 9,335
Quality Management Coordinator: Conducts a variety of file audits, reconciles monthly billing and statistical data, compiles data and submits related reports	40%	\$ 11,315
	62%	\$ 12,900
Administrative Assistant: General administrative duties.	40%	\$ 8,486
Data Entry: Enters all Lodestar and GEARS systems data; provides reports.	100%	\$ 21,923
Clinical Coordinator: Provides case conferencing and consultations for case managers; time permitting, provides short term psychosocial counseling services to clients, and training and crisis intervention to facilitate the delivery of case management services.	11%	\$ 4,668
Maintenance: Provides janitorial services to maintain clean work environment.	40%	\$ 5,222
Outreach Case Manager: Recruits potential program clients and provides service referrals if teen is ineligible for program. Assists with covering uncovered caseloads.	40%	\$ 9,974
Case Manager (18): Conducts assessment, care plan development, coordination and monitoring of services to teen clients.	1800%	\$ 414,111
Data Entry/Receptionist: Enters all Lodestar and GEARS systems data; provides reports, provides administrative and clerical assistance; filing; reports; correspondence; phones	62%	\$ 14,241
Total Personnel		<u>\$ 647,026</u>
<u>Fringe Benefits:</u>	<u>Percentage</u>	
FICA	8.0%	

Health Insurance	8.0%	
Unemployment Insurance	0.2%	
Workers Compensation	7.0%	
Pension/Retirement	4.0%	
Medicare	0.8%	
Total Fringe Benefits	28.0%	\$ 181,167
Total Personnel		\$ 828,193
Equipment:		\$ -
Supplies: Approx. \$1,700/mo.for Office/Facility/Other/Client Food supplies		\$ 13,600
Mileage: Approximately 18 CM x 221 Miles/Month x \$0.40 AltaMed Reimbursement Rate		\$ 12,730
Computers, Printer & Software To purchase 8 new computer stations (including software, hardware, and peripheral equipment) to replace old antiquated computer equipment.		\$ 12,000
Printing/Postage: Printing/Postage (684 Clients x 1.5 Mailing @ \$0.37 x 8 Mo) + \$2,812.04 Printing		\$ 5,849
Provider Training/Staff Devel./Health Promo/Education: Approx. \$583.38 per month for Training/Staff Devel./ Health promotion/education materials		\$ 4,667
Rent and Facility Expense: Rent @ Indiana @ \$3,858 and @ Long Beach Site; \$3,800 Per Month		\$ 61,264
Utilities: Approximately \$740 per month for utilities expenses		\$ 5,922
Telephones: Approximately \$1,021 per month for telephone services		\$ 7,984
Facility Maintenance: Approximately \$852 per month for facility maintenance		\$ 6,816
Other: Insurance-General at \$583 per month Fees/Licenses/Property Taxes at \$333.5 per month	\$6,996 per year \$4,002 per year \$10,998 Total Other	\$ 7,332
Operating Costs - Subtotal		\$ 138,163
Administrative Cost 20.5% of Salaries (see attached Federally Approved NICRA)		\$ 132,640
Grand Total Contract Cost		\$ 1,098,996

ATTACHMENT H-1

**CLARIFYING LEGAL AND PROCEDURAL ISSUES IN THE
SAFELY SURRENDERED BABY LAW**



Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law

On January 1, 2001, a new law in California went into effect. Known as the "Safely Surrendered Baby Law," the law states that ***"no parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to an employee at a public or private emergency room."*** Newborns may also be safely surrendered at Los Angeles County Fire Department stations and other fire stations designated by the County Board of Supervisors.

The following are common questions and answers regarding the legal provisions and procedures included in the Law:

- **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to confidentially give up their baby, 72 hours or younger. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

- **The law guarantees confidentiality to the surrendering adult. What does this mean?**

A parent who safely surrenders a baby does not have to give her name. If a parent chooses to give her name or other identifying information, only individuals who need to know the identity and whereabouts of a surrendering parent will have access to such information, thus guaranteeing confidentiality. Such individuals may include the judge and the attorneys in court who ensure that the baby is safe and placed in a pre-adoptive home.

- **Who does the law allow to bring the baby to a Safe Surrender site?**

The law allows the parent or other person with lawful custody to bring the baby to a Safe Surrender site.

- **Does the law allow a parent to leave his or her newborn at the entrance of a Safe Surrender site?**

NO *To ensure the safety of the newborn, the parent or person with lawful custody must give his or her baby to an employee of the Safe Surrender site.*

- **Does the parent have to tell anything to the person taking the baby at the Safe Surrender site?**

NO *However, the parent will be asked to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. Although filling out the questionnaire is not required, it is encouraged. If she wishes, the parent can take the questionnaire home and mail it back to the hospital once it has been completed. The medical questionnaire does not require any information that would compromise the confidentiality of the parent.*

Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law (continued)

- **What is the process for a parent to reclaim his or her child within the 14-day timeframe outlined in the Safe Surrender Law?**

Within 14 days from the date a parent surrenders a baby, the parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. A social worker will meet with the parent and assess his or her home to determine whether the baby can be safely returned.

- **What happens if a parent wants to reclaim his or her child after the 14-day timeframe?**

A parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. Because the baby's case will be in court, the parent may have to attend court hearings in addition to meeting with social workers and having his or her home assessed.

- **What is the purpose of the Identification bracelet that is placed on the infant and provided to the surrendering adult?**

The bracelet assists the social workers in determining who a baby's parents may be in those cases where a parent requests the baby back. The bracelet does not establish parentage or right to custody of the child.

- **What happens to the baby if a parent does not attempt to reclaim his or her child?**

Upon receiving the surrendered baby, social workers immediately place the baby in a safe and loving home and begin the adoption process.

ATTACHMENT K
NONPROFIT INTEGRITY ACT OF 2004

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
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Signature

Date

Name and Title (please type or print)

**AMENDMENT NUMBER SIX TO THE AGREEMENT WITH
EL NIDO FAMILY CENTERS FOR THE PROVISION OF
CAL-LEARN CASE MANAGEMENT SERVICES**

Reference is made to the document entitled "Cal-Learn Case Management Services Contract By and Between the County of Los Angeles and El Nido Family Centers," dated August 12, 2003, and further identified as County Agreement Number 74591, Amendment Number One, dated September 29, 2003, Amendment Number Two, dated November 25, 2003, Amendment Number Three, dated November 30, 2004, Amendment Number Four, dated October 25, 2005, Amendment Number Five, dated November 8, 2005, Change Notice Number One, dated November 17, 2003, and Change Notice Number Two, dated May 25, 2004, hereinafter referred to as "Agreement."

Effective one day after Board approval, the Agreement is amended as follows:

1. **SECTION II, TERM OF AGREEMENT**, Paragraph 1.4 is added as follows:
 - 1.4 This Agreement is extended for eight months, effective one day after Board approval through August 31, 2006. The complete and revised term of this Agreement is September 1, 2003 through August 31, 2006.
2. **SECTION IV, CONTRACT RATES**, Paragraph 1.0 is deleted in its entirety and replaced with the following Paragraphs 1 and 2. Paragraph 3 is added as follows:
 1. Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$200.84 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.
 2. Cost of Living Adjustment (COLA) - The contract amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the cost of living adjustment will not be granted.

3. **SECTION IV, CONTRACT RATES**, Subparagraph 1.1.2 is added as follows:

1.1.2 Attachment B-5, Contractor's Budget is added as an attachment hereto, effective January 1, 2006 through August 31, 2006.

4. **SECTION VI. FURTHER TERMS AND CONDITIONS**, Paragraph 18, CONTRACTOR Responsibility and Debarment, is deleted in its entirety and replaced as follows:

18.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the Contractor may have with the County.

18.3. County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

18.4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length

of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 18.7. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 18.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 43.0, Notice to Employees Regarding the Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

43. "The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*"

6. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 63.0, CONTRACTOR's Charitable Activities Compliance, is added as follows:

63. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, 3.0 COUNTY FURNISHED ITEMS, PARAGRAPH 3.6, SUPPLIES**, Subparagraph 3.6.5 is added as follows:

3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

8. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, has been deleted in its entirety and replaced as follows:

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASKS

5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the

California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.

- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the specific tasks listed in Section 5.0 of this Agreement, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR's service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at County Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS and LEADER. CONTRACTOR shall confirm the status of a potentially eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the contract, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.
- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five (5) workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the contract for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the

semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due date (within ten (10) work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the contract, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and

follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three (3) months.

5.10 EXEMPTIONS

CONTRACTOR shall follow applicable State regulations and County Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GSW for approval.

Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six (6) months. County will alert Contractor via the Cal-Learn Checklist five (5) work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three (3) work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall

initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 CAL-LEARN EXITS

CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five (5) work days from the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five (5) working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four (4) workdays of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three (3) work days from receipt of CL 15.

CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt.

CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not

counted as new cases in subsequent invoices once the case is added as new via GEARS.

For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three (3) work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

- 5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within ten (10) work days. For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four (4) work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the ten (10) work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.
- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that

this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VI, Paragraph 50.0.
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior written consent of COUNTY. Alterations or

improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

- 5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the contract requirements specified in this agreement as follows:

- 5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.
- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.

- 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
- 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;
 - 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
 - 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.8 Service Referrals;
 - 5.16.5.1.9 Complaints.
 - 5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 Retain files as required in Record Retention and Inspection, Section VI, Paragraph 47.

- 5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five (5) work days' notice of scheduled meetings and request for documentation/information.

- 5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the contract. CONTRACTOR shall complete the civil rights complaint form **when a Cal-Learn** participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

- 5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five (5) work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Contract and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.

5.17.2 CONTRACTOR shall provide on a semi-annual basis:

5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the contract.

5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the contract.

5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.

5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:

5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on ORIENTATION completion, REPORT CARD SUBMISSION and SCHOOL ENROLLMENT rates during the six-month evaluation period of the contract.

5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its GRADUATION rate during the annual evaluation period of the contract.

5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed** PERFORMANCE OUTCOME MEASURES, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the PERFORMANCE OUTCOME MEASURES.

- 5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed PERFORMANCE OUTCOME MEASURES**, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the PERFORMANCE OUTCOME MEASURES.
- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period, as described in Agreement Part V, Section 13.0. The highest monthly payment in the evaluation period ending November 2006 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on PERFORMANCE OUTCOME MEASURES.
- 5.18.7 Should rates in any of the PERFORMANCE OUTCOME MEASURES exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

9. ATTACHMENT A, TECHNICAL EXHIBIT 6.1, PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is deleted in its entirety and replaced with the following Performance Requirements Summary Chart attached hereunder.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed by its duly authorized officer(s), this _____ day of _____ 2006.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Senior Deputy County Counsel

EL NIDO FAMILY CENTERS

By _____
Liz Herrera, Executive Director
10200 Sepulveda Blvd., Suite 350
Mission Hills, CA 91345

PERFORMANCE REQUIREMENTS SUMMARY CHART - CAL-LEARN CASE MANAGEMENT

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 6 and 12. - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.
Section VI, 9.0 – Complaints & Attachment A, Section 5.14.7 - Complaints.	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Section VI, 14.0 - Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.
<u>Section V, 16.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Section VI, 21.3 and Attachment A, Section 1.3.3.3, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	Contractor staff possess the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services. Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Section VI, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure Contractor employees meet County hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.
<u>Attachment A, Section 1.3 - Key CONTRACTOR Personnel.</u>	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
<u>Attachment A, Section 1.4 Quality Control Plan (QC).</u>	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
<u>Attachment A, Section 4.1.2 - Staffing Levels</u>	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should Contractor determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)</u>	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) Contractor is expected to meet a performance outcome for completion of orientation; 3) Contractor is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	Contractor shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment. Contractor shall update the case plan at least once every quarter. Contractor shall monitor each Cal-Learn participant's progress monthly.	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.6 – Supportive Services</u>	Supportive services needs are evaluated and documented. Change in supportive services status reported to GSW within (5) five workdays.	Contractor shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time. Contractor shall apply State regulations and County Cal-Learn Policies and Procedures.	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.
<u>Attachment A, Section 5.7 - School Enrollment Rate</u>	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	Contractor is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7 - Report Card Schedule - Submission Rate</u>	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	Contractor is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7 - High School Graduation Rate</u>	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. Contractor reviews and provides a recommendation for a sanction with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	Contractor shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. Contractor shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.11 Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	<p>Contractor provides referrals to appropriate community services agencies to assist participants.</p> <p>Contractor shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.</p>	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A, Section 5.12 – Cal-Learn Exits</u>	Cal-Learn Exits	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	Contractor shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. Contractor shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	Contractor shall maintain effective controls to track cases being transferred into and out of Contractor's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	Contractor shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	Contractor shall provide all administrative services necessary to perform the contract requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>Contractor shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>Contractor shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>Contractor shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	1 point per each day late.

ATTACHMENT B-5
CONTRACTOR'S BUDGET

CONTRACT BUDGET

REVISED - 12/10/05

PROJECT NAME: Cal-Learn

CONTRACTOR: EL NIDO FAMILY CENTERS

CONTACT PERSON:

Liz Herrera

CONTRACT PERIOD: 01/01/06 - 8/31/06

TELEPHONE NUMBER:

(818) 830-3646

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$	988,307
Fringe Benefits	\$	309,459

Personnel Subtotal	\$	1,297,766
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OPERATING COSTS (1)

Monthly Cost

Yearly Cost

Equipment *	\$0	\$0
Supplies	\$7,000	\$56,000
Mileage (\$.45/ mile x 13,000miles/mo.)	\$5,850	\$46,800
Computers, Printer & Software (2)	\$0	\$0
Printing/Postage	\$1,250	\$10,000
Provider Training/Health Promo/Education	\$1,875	\$15,000
Rent	\$11,250	\$90,000
Utilities	\$3,000	\$24,000
Telephones , Cell Phone, Pagers & Internet	\$5,000	\$40,000
Facility /Maintenance	\$3,000	\$24,000
Other (See Attachment II for details)	\$7,500	\$60,000

Operating Costs - Subtotal	\$45,725	\$365,800
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INDIRECT COSTS (List all appropriate)

(10.83% of TOTAL SALARIES COSTS (\$107,039 / \$988,307)

Indirect Cost - Subtotal	\$13,380	\$ 107,039
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Total Administrative Cost	\$	1,770,605
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case (Sub-contracting)	\$	-
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Grand Total Contract Cost	\$	1,770,605
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Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

CONTRACTOR: EL NIDO FAMILY CENTERS
 CONTRACT PERIOD: 01/01/06 - 8/31/06

CONTACT PERSON: Liz Herrera
 TELEPHONE NUMBER: (818) 830-3646

Other Operating Costs

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Audit & Accounting	\$ -	\$ -
Employee Recruitment & Advertising	\$ -	\$ -
Office Equipment Maintenance, Lease & Rental	\$ 2,500	\$ 20,000
Property Tax	\$ -	\$ -
Property & Liability Insurance	\$ 5,000	\$ 40,000
Office Maintenance	\$ -	\$ -
Bank & Payroll Services Fees	\$ -	\$ -
Van Operating costs, maintenance & repairs	\$ -	\$ -
Miscellaneous expenses	\$ -	\$ -
Operating Costs - Subtotal	\$ 7,500	\$ 60,000

PERSONNEL SCHEDULE

CONTRACTOR: EL NIDO FAMILY CENTERS

CONTRACT PERIOD: 01/01/06 - 8/31/06

CONTACT PERSON:

TELEPHONE NUMBER:

Liz Herrera

(818) 830-3646

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
SEE ATTACHMENT I								
Total Salaries:					\$ 124,902.00	\$ 988,307.00		\$988,307

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL POSITION CLASSIFICATION					TOTAL
Health Plan (2)	102,960					
Dental Plan	224					
Retirement	57,848					
SUI	19,992					
Social Security	75,604					
Worker's Compensation	40,717					
Long Term Disability	5,635					
Life Insurance	5,279					
Employee Assistant Program	1,200					
Fringe Benefit Subtotal	309,459	\$0.00	\$0.00	\$0.00	\$0.00	\$309,459
Total # of Positions by Classification						
Total Fringe Benefits (3):	309,459	\$0.00	\$0.00	\$0.00	\$0.00	\$309,459

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x: number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

ATTACHMENT I

CONTRACTOR: EL NIDO FAMILY CENTERS
 CONTRACT PERIOD: 01/01/06 - 8/31/06

CONTACT PERSON: Liz Herrera
 TELEPHONE NUMBER: (818) 830-3646

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY /HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Alund, Lizz	Program Director	1	\$ 5,056	17.00%	\$ 860	\$ 6,880	"	\$ 6,880
Mollinedo, Rosemary	Program Director	1	\$ 5,451	46.00%	\$ 2,507	\$ 20,056	"	\$ 20,056
Guzman, Margie	Program Director	1	\$ 4,660	39.50%	\$ 1,841	\$ 14,728	"	\$ 14,728
Short, Jennifer	Program Director	1	\$ 5,099	12.50%	\$ 637	\$ 5,096	"	\$ 5,096
Carnes, Vicki	Associate Director	1	\$ 7,367	26.00%	\$ 1,915	\$ 15,320	"	\$ 15,320
Silva, Ana	Grants Administrator	1	\$ 4,149	26.00%	\$ 1,079	\$ 8,632	"	\$ 8,632
Alper, Laurie	Program Analyst	1	\$ 4,396	70.00%	\$ 3,077	\$ 24,616	"	\$ 24,616
Thompson, Leon	Program Manager	1	\$ 4,660	25.00%	\$ 1,165	\$ 9,320	"	\$ 9,320
Castro, Eugenia	Supervisor	1	\$ 3,586	20.00%	\$ 717	\$ 5,736	"	\$ 5,736
Beazer(Murphy), Dorothy	Supervisor	1	\$ 3,341	100.00%	\$ 3,341	\$ 26,728	"	\$ 26,728
Mc Campbell, Semora	Supervisor	1	\$ 4,075	100.00%	\$ 4,075	\$ 32,600	"	\$ 32,600
Green, Kathy	Supervisor	1	\$ 4,075	39.75%	\$ 1,620	\$ 12,960	"	\$ 12,960
Latorre, Silvia	Supervisor	1	\$ 4,339	33.00%	\$ 1,432	\$ 11,456	"	\$ 11,456
Joma, Marthar C.	Program Assist./CRTBA Coord.	1	\$ 3,088	50.00%	\$ 1,544	\$ 12,352	"	\$ 12,352
Williams, Gail	Program Assist./Case Manager II	1	\$ 2,989	100.00%	\$ 2,989	\$ 23,912	"	\$ 23,912
Mancillas, Maribel	Program Assist./Case Manager II	1	\$ 2,642	100.00%	\$ 2,642	\$ 21,136	"	\$ 21,136
Sebastian, Marcia	Program Assist./Case Manager II	1	\$ 3,596	100.00%	\$ 3,596	\$ 28,768	"	\$ 28,768
Rodriguez-Diaz, Elena(Maria)	Case Manager	1	\$ 2,942	100.00%	\$ 2,942	\$ 23,536	"	\$ 23,536
Collins, Kimberly	Case Manager	1	\$ 2,788	80.00%	\$ 2,230	\$ 17,840	"	\$ 17,840
Felix, Rosa	Case Manager	1	\$ 2,719	100.00%	\$ 2,719	\$ 21,752	"	\$ 21,752
Gates, Brenda	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Torres, Diane	Case Manager	1	\$ 2,798	100.00%	\$ 2,798	\$ 22,384	"	\$ 22,384
Hicson, Laura	Case Manager	1	\$ 2,872	100.00%	\$ 2,872	\$ 22,976	"	\$ 22,976
Myrie (Heron), Myrna	Case Manager	1	\$ 2,752	100.00%	\$ 2,752	\$ 22,016	"	\$ 22,016
Barlow, Kathrin	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Del-Rosario, Diana	Case Manager	1	\$ 2,592	100.00%	\$ 2,592	\$ 20,736	"	\$ 20,736
Holmes, Kimberly	Case Manager	1	\$ 2,644	100.00%	\$ 2,644	\$ 21,152	"	\$ 21,152
Bemis, Vikki	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Thomas, Robert	Case Manager	1	\$ 2,645	100.00%	\$ 2,645	\$ 21,160	"	\$ 21,160
Abrams, Neydi	Case Manager	1	\$ 2,596	100.00%	\$ 2,596	\$ 20,768	"	\$ 20,768
Jimenez, Giselle	Case Manager	1	\$ 2,644	100.00%	\$ 2,644	\$ 21,152	"	\$ 21,152
Gutierrez, Beatriz	Case Manager	1	\$ 2,893	100.00%	\$ 2,893	\$ 23,144	"	\$ 23,144
Earl, Wanda	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Gonzalez, Beatrice	Case Manager	1	\$ 2,543	100.00%	\$ 2,543	\$ 20,344	"	\$ 20,344
Watkins Jr, Raymon	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Trujillo, Maria	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Mejia, Martin	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Lennon, Mazaira	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Montgomery, Teresa	Case Manager	1	\$ 3,314	100.00%	\$ 3,314	\$ 26,512	"	\$ 26,512
Aceves, Anna	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
McKenzie, Nicole	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
Guzman, Maritza	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 19,752	"	\$ 19,752
* TBD	Case Manager	1	\$ 2,469	100.00%	\$ 2,469	\$ 17,283	"	\$ 17,283
Guzman, Rosa	Office Supervisor	1	\$ 3,139	17.75%	\$ 557	\$ 4,456	"	\$ 4,456
Galloway, Beverly	Office Supervisor	1	\$ 3,050	52.50%	\$ 1,601	\$ 12,808	"	\$ 12,808
Castruita, Virginia	Office Supervisor	1	\$ 2,898	39.75%	\$ 1,152	\$ 9,216	"	\$ 9,216
Barber, Cochise	Admin. Assistant	1	\$ 2,355	52.50%	\$ 1,236	\$ 9,888	"	\$ 9,888
Ego-Aguirre, Soledad	Admin. Assistant	1	\$ 2,286	77.00%	\$ 1,760	\$ 14,080	"	\$ 14,080
Chapman, Paula	Data Entry	1	\$ 2,638	80.00%	\$ 2,110	\$ 16,880	"	\$ 16,880
Ortiz, Elvira	Data Entry	1	\$ 2,411	80.00%	\$ 1,929	\$ 15,432	"	\$ 15,432
Arriola, Marisol	Data Entry	1	\$ 2,374	80.00%	\$ 1,899	\$ 15,192	"	\$ 15,192
Portillo, Dianna	Data Entry	1	\$ 2,207	80.00%	\$ 1,766	\$ 14,128	"	\$ 14,128
Torres, Mary	Data Entry	1	\$ 2,309	80.00%	\$ 1,847	\$ 14,776	"	\$ 14,776
Lopez, Elvia	Data Entry	1	\$ 2,110	25.00%	\$ 528	\$ 4,224	"	\$ 4,224
** TBD	Data Entry	1	\$ 2,110	100.00%	\$ 2,110	\$ 12,660	"	\$ 12,660
** TBD	Data Entry	1	\$ 2,110	100.00%	\$ 2,110	\$ 12,660	"	\$ 12,660
Velasquez, Raul	Receptionist	1	\$ 1,759	17.75%	\$ 312	\$ 2,496	"	\$ 2,496
Torres, Norma	Receptionist	1	\$ 2,445	17.75%	\$ 434	\$ 3,472	"	\$ 3,472
Sansoval, Sonia	Receptionist	1	\$ 1,766	39.75%	\$ 702	\$ 5,616	"	\$ 5,616
Total Salaries:					\$ 124,902	\$ 988,307		\$ 988,307

Footnotes:

* Case Manager hiring is expected in February, 2006

** Data entry will be in March, 2006

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

Cal-Learn

CONTRACTOR:

EL NIDO FAMILY CENTERS

CONTACT PERSON:

Liz Herrera

CONTRACT PERIOD:

01/01/06 - 8/31/06

TELEPHONE NUMBER:

(818) 830-3646

DIRECT SERVICES (1)

LIST TYPES OF SERVICE:		ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	Case Management	1,102	200.84	\$ 1,770,605.44
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
Total Direct Services Cost				\$ 1,770,605.44

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

EMPLOYEE BENEFITS

CONTRACTOR

EL NIDO FAMILY CENTERS

CONTRACT PERIOD:

01/01/06 - 8/31/06

Position Classification

Medical Insurance/Health Plan (1)

Employer Pays \$298.30

Employee Pays \$0.00

Total Premium \$298.30

Annual Deductible:

Employee \$

Family \$

Coverage (check all applicable):

☒
☒
☒
☒
☒
☒
☒
☒

Hospital Care : Inpatient
X-Ray & Laboratory
Surgery
Office Visits
Pharmacy
Maternity
Mental Health/Chemical Dependency, Inpatient
Mental Health/Chemical Dependency, Outpatient

\$ 100 Outpatient \$ 15

Dental Insurance

Employer Pays \$5.14

Employee Pays

Dental PMI \$9.24

Dental PPO \$26.42

Total Premium \$14.38

\$31.56

Life Insurance 2 x Annual salary @ \$.24 per \$1,000

Long Term Disability Insurance .61% per \$1,000

Employee Assistant Program 0.10%

Employer Pays 100%

Employee Pays \$

Total Premium \$

Vacation

Number of Days:
Any Increase After

12 days after 1st year, and
2nd year to 5th year of employment, increase to 17 days
after 6th year increase 1 day per year up to 22 days maximum

Sick Leave

Number of Days: 12 days per year
Any Increase or Accumulation, Number of Days or Hours

450 hrs maximum

Holidays

Number of Days: 11 days per year

Retirement

Employer Pays Average 5.76% base on salary

Employee Pays Optional

Total

Footnote:

(1) Indicate if Cafeteria Plan and amount per employee

Cal-Learn Budget Justification Narrative

CONTRACTOR:	<u>EL NIDO FAMILY CENTER</u>	CONTACT PERSON:	<u>Liz Herrera</u>
CONTRACT PERIOD:	<u>01/01/06 - 8/31/06</u>	TELEPHONE NUMBER:	<u>(818) 830-3646</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits	<u>FTE</u>	<u>Total Cost</u>
<u>Case Management/Administrative Staff:</u>		
Case Manager Responsible for ensuring pregnant and parenting teenage clients are provided a comprehensive program of services based on a professional assessment of their needs and availability of community resources, providing home visits, as necessary, to meet clients' needs	2580%	\$540,027
Program Director Responsible for managing the day to day operations of the program at either one large site or multiple smaller sites, including the administrative and case work supervision of the program. Represents El Nido in the community and provides strong leadership to staff and program	76%	\$46,760
Associate Director Responsible for program development. Works with executive and senior management staff in planning, developing, and enhancing existing services. Supervises Program Directors, Program Manager, Grants Administrator & Program Analyst. Represents Agency at relevant professional, contractual and community collaborations.	26%	\$15,320
Grants Administrator Works with Associate Director, Program Analyst, and Program Directors to ensure that contract development and reporting takes place in timely and complete manner. Is responsible for assessing outcomes and client satisfaction. Prepares semi-annual narrative report.	26%	\$8,632
Program Analyst Plans and conducts quality assurance activities to assure contract compliance and quality control for the contract. Prepares reports on contract outcomes, assists in preparing Monthly Management Report and invoice. Provides training to program staff on policies and procedures of CLRN Program	70%	\$24,616
Program Manager Responsible for managing the day to day operations of the program at a single smaller site. Including the administrative and case work supervision of the program. Represents El Nido in the community and provides leadership to staff and program. Directly supervises at least one team of case managers.	25%	\$9,320
Program Assistant/Case Manager Responsible for assisting the teen parent supervisor with program-specific administrative activities.	350%	\$86,168
Supervisor Responsible for overseeing the work of a unit or group of case managers,	293%	\$89,480

Cal-Learn Budget Justification Narrative

CONTRACTOR:	<u>EL NIDO FAMILY CENTER</u>	CONTACT PERSON:	<u>Liz Herrera</u>
CONTRACT PERIOD:	<u>01/01/06 - 8/31/06</u>	TELEPHONE NUMBER:	<u>(818) 830-3646</u>

ADMINISTRATIVE COSTS:

creating a supportive, productive work environment; and for meeting agency/contract performance objectives. Primary responsibilities include the supervision and training of staff as well as quality control.

Data Entry Clerk	625%	\$105,952
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Operates a data processing computer, performs data entry and verification, provides computer generated reports data/report discrepancies.

Office Supervisor	110%	\$26,480
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Assists agency managers/supervisors or other senior level management in the performance of office duties involving complex, clerical, secretarial, and various administrative work; ensures that office runs smoothly and efficiently

Administrative Assistant	130%	\$23,968
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Provides a variety of administrative and skilled clerical support to managers and staff in regional offices or other departments; and ensures office runs smoothly and efficiently

Receptionist	75%	\$11,584
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Answers phones, greets clients and performs a variety of clerical duties in support of the program

Total Salaries		\$988,307
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Fringe Benefits:

Percentage

Health Plan	10.44%	\$103,184
Retirement	5.85%	\$57,848
Social Security	7.65%	\$75,604
SUI	2.02%	\$19,992
Workers Compensation	4.12%	\$40,717
Life Insurance	0.53%	\$5,279
Long Term Disability	0.57%	\$5,635
Employee Assistant	0.12%	\$1,200

Total Fringe Benefits	<u>31.3%</u>	<u>\$309,459</u>
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Total Personnel		\$1,297,766
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OPERATING COSTS (1)

Yearly Cost

Equipment:

Cal-Learn Budget Justification Narrative

CONTRACTOR:	<u>EL NIDO FAMILY CENTER</u>	CONTACT PERSON:	<u>Liz Herrera</u>
CONTRACT PERIOD:	<u>01/01/06 - 8/31/06</u>	TELEPHONE NUMBER:	<u>(818) 830-3646</u>

ADMINISTRATIVE COSTS:

Total Equipment \$0

Supplies: \$56,000

Office & Client supplies: Includes, for example, copy paper, pens, printer ink, incentives, refreshments, emergency supplies for clients, personal computers, monitors and printers.

Mileage: \$46,800

Approximately 13,000 miles/mo x 8 mos x \$.45 /miles

Travel on Agency business (home visits, meetings & conferences)

EDP Equipment: \$0

Printing/Postage: \$10,000

Services and costs for mail to clients and other correspondence as well as messenger service to agency offices, DPSS, etc.

Provider Training/Health Promo/Education: \$15,000

Technical assistance and training for staff, individually and as a group

Rent: \$90,000

Portion of facilities cost for Manchester, Carson, Antelope Valley, Inglewood and Pacoima offices

Utilities: \$24,000

Portion of utilities costs for Manchester, Carson, Inglewood, Antelope Valley and Pacoima offices

Telephones: \$40,000

Telephone, pagers, cellular phones and internet services

Facility Maintenance: \$24,000

Portion of facilities maintenance (janitorial, waste/trash/pest control) and security alarm services for Manchester, Carson, Inglewood, Antelope Valley and Pacoima

Other: \$60,000

Included office equipment maintenance, lease and rental, property & liability insurance related to program.

Operating Costs - Subtotal \$365,800

INDIRECT COSTS (List all appropriate) \$107,039

Includes all administrative overhead salaries, benefits and indirect costs needed to operate the program.

Total Administrative Cost \$1,770,605

Grand Total Contract Cost \$1,770,605

ATTACHMENT H-1

**CLARIFYING LEGAL AND PROCEDURAL ISSUES IN THE
SAFELY SURRENDERED BABY LAW**



Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law

On January 1, 2001, a new law in California went into effect. Known as the "Safely Surrendered Baby Law," the law states that ***"no parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to an employee at a public or private emergency room."*** Newborns may also be safely surrendered at Los Angeles County Fire Department stations and other fire stations designated by the County Board of Supervisors.

The following are common questions and answers regarding the legal provisions and procedures included in the Law:

- **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to confidentially give up their baby, 72 hours or younger. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

- **The law guarantees confidentiality to the surrendering adult. What does this mean?**

A parent who safely surrenders a baby does not have to give her name. If a parent chooses to give her name or other identifying information, only individuals who need to know the identity and whereabouts of a surrendering parent will have access to such information, thus guaranteeing confidentiality. Such individuals may include the judge and the attorneys in court who ensure that the baby is safe and placed in a pre-adoptive home.

- **Who does the law allow to bring the baby to a Safe Surrender site?**

The law allows the parent or other person with lawful custody to bring the baby to a Safe Surrender site.

- **Does the law allow a parent to leave his or her newborn at the entrance of a Safe Surrender site?**

NO *To ensure the safety of the newborn, the parent or person with lawful custody must give his or her baby to an employee of the Safe Surrender site.*

- **Does the parent have to tell anything to the person taking the baby at the Safe Surrender site?**

NO *However, the parent will be asked to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. Although filling out the questionnaire is not required, it is encouraged. If she wishes, the parent can take the questionnaire home and mail it back to the hospital once it has been completed. The medical questionnaire does not require any information that would compromise the confidentiality of the parent.*

Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law (continued)

- **What is the process for a parent to reclaim his or her child within the 14-day timeframe outlined in the Safe Surrender Law?**

Within 14 days from the date a parent surrenders a baby, the parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. A social worker will meet with the parent and assess his or her home to determine whether the baby can be safely returned.

- **What happens if a parent wants to reclaim his or her child after the 14-day timeframe?**

A parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. Because the baby's case will be in court, the parent may have to attend court hearings in addition to meeting with social workers and having his or her home assessed.

- **What is the purpose of the identification bracelet that is placed on the infant and provided to the surrendering adult?**

The bracelet assists the social workers in determining who a baby's parents may be in those cases where a parent requests the baby back. The bracelet does not establish parentage or right to custody of the child.

- **What happens to the baby if a parent does not attempt to reclaim his or her child?**

Upon receiving the surrendered baby, social workers immediately place the baby in a safe and loving home and begin the adoption process.

ATTACHMENT K
NONPROFIT INTEGRITY ACT OF 2004

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

**AMENDMENT NUMBER FIVE TO THE AGREEMENT WITH
CHILDRENS HOSPITAL LOS ANGELES FOR THE PROVISION OF
CAL-LEARN CASE MANAGEMENT SERVICES**

Reference is made to the document entitled "Cal-Learn Case Management Services Contract By and Between the County of Los Angeles and Childrens Hospital Los Angeles," dated August 12, 2003, and further identified as County Agreement Number CMMD-066, Amendment Number One, dated September 30, 2003, Amendment Number Two, dated November 25, 2003, Amendment Number Three, dated November 30, 2004, Amendment Number Four, dated November 8, 2005, Change Notice Number One, dated October 23, 2003, and Change Notice Number Two, dated May 21, 2004, hereinafter referred to as "Agreement."

Effective one day after Board approval, the Agreement is amended as follows:

1. **SECTION II, TERM OF AGREEMENT**, Paragraph 1.4 is added as follows:
 - 1.4 This Agreement is extended for eight months, effective one day after Board approval through August 31, 2006. The complete and revised term of this Agreement is September 1, 2003 through August 31, 2006.
2. **SECTION IV, CONTRACT RATES**, Paragraph 1.0 is deleted in its entirety and replaced with the following Paragraphs 1 and 2:
 1. Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$200.84 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.
 2. Cost of Living Adjustment (COLA) - The contract amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the cost of living adjustment will not be granted.

3. **SECTION IV, CONTRACT RATES**, Subparagraph 1.1.2 is added as follows:

1.1.2 Attachment B-5, Contractor's Budget is added as an attachment hereto, effective January 1, 2006 through August 31, 2006.

4. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 18, CONTRACTOR Responsibility and Debarment, is deleted in its entirety and replaced as follows:

- 18.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.
- 18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the Contractor may have with the County.
- 18.3. County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- 18.4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length

of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 18.7. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 18.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 43.0, Notice to Employees Regarding the Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

43. "The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*"

6. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 63.0, CONTRACTOR's Charitable Activities Compliance, is added as follows:

63. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, 3.0 COUNTY FURNISHED ITEMS, PARAGRAPH 3.6, SUPPLIES**, Subparagraph 3.6.5 is added as follows:

3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

8. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, has been deleted in its entirety and replaced as follows:

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASKS

5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the

California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.

- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the specific tasks listed in Section 5.0 of this Agreement, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR's service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at County Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS and LEADER. CONTRACTOR shall confirm the status of a potentially eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the contract, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.
- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five (5) workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the contract for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the

semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due date (within ten (10) work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the contract, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and

follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three (3) months.

5.10 EXEMPTIONS

CONTRACTOR shall follow applicable State regulations and County Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GSW for approval.

Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six (6) months. County will alert Contractor via the Cal-Learn Checklist five (5) work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three (3) work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall

initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 CAL-LEARN EXITS

CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five (5) work days from the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five (5) working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four (4) workdays of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three (3) work days from receipt of CL 15.

CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt.

CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not

counted as new cases in subsequent invoices once the case is added as new via GEARS.

For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three (3) work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

- 5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within ten (10) work days. For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four (4) work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the ten (10) work days, CONTRACTOR shall complete the transfer as soon as possible.

- 5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.

- 5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that

this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VI, Paragraph 50.0.
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior

written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

- 5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the contract requirements specified in this agreement as follows:

- 5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.
- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.

- 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
- 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;
 - 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
 - 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.8 Service Referrals;
 - 5.16.5.1.9 Complaints.
 - 5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 Retain files as required in Record Retention and Inspection, Section VI, Paragraph 47.

- 5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five (5) work days' notice of scheduled meetings and request for documentation/information.

- 5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the contract. CONTRACTOR shall complete the civil rights complaint form **when a Cal-Learn** participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

- 5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five (5) work days of a telephone call or written notice.

- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Contract and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.

5.17.2 CONTRACTOR shall provide on a semi-annual basis:

5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the contract.

5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the contract.

5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.

5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:

5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on ORIENTATION completion, REPORT CARD SUBMISSION and SCHOOL ENROLLMENT rates during the six-month evaluation period of the contract.

5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its GRADUATION rate during the annual evaluation period of the contract.

5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed PERFORMANCE OUTCOME MEASURES**, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the PERFORMANCE OUTCOME MEASURES.

5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed PERFORMANCE**

OUTCOME MEASURES, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the PERFORMANCE OUTCOME MEASURES.

- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period, as described in Agreement Part V, Section 13.0. The highest monthly payment in the evaluation period ending November 2006 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on PERFORMANCE OUTCOME MEASURES.
- 5.18.7 Should rates in any of the PERFORMANCE OUTCOME MEASURES exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

9. ATTACHMENT A, TECHNICAL EXHIBIT 6.1, PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is deleted in its entirety and replaced with the following Performance Requirements Summary Chart attached hereunder.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed by its duly authorized officer(s), this _____ day of _____ 2006.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Senior Deputy County Counsel

CHILDRENS HOSPITAL LOS ANGELES

By _____
Sylvester "Sac" Carreathers
Administrative Director
P.O. Box 54700, Mailstop #84
Los Angeles, California 90054

PERFORMANCE REQUIREMENTS SUMMARY CHART - CAL-LEARN CASE MANAGEMENT

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 6 and 12. - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.
Section VI, 9.0 - Complaints & Attachment A, Section 5.14.7 - Complaints.	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Section VI, 14.0 - Confidentiality.</u>	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.
<u>Section V, 16.0 - Consideration to Hire GAIN/GROW Participants.</u>	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
<u>Section VI, 21.3 and Attachment A, Section 1.3.3.3, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications</u>	Contractor Staffing Qualifications. Bilingual Certification Process.	Contractor staff possesses the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services. Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Section VI, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks</u>	Criminal Background Checks.	Conduct criminal background checks to ensure Contractor employees meet County hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.
<u>Attachment A, Section 1.3 - Key CONTRACTOR Personnel.</u>	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
<u>Attachment A, Section 1.4 Quality Control Plan (QC).</u>	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
<u>Attachment A, Section 4.1.2 - Staffing Levels</u>	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should Contractor determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)</u>	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) Contractor is expected to meet a performance outcome for completion of orientation; 3) Contractor is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.5 – Case Management</u>	Case Plan and Cal-Learn Plan review	Contractor shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment. Contractor shall update the case plan at least once every quarter. Contractor shall monitor each Cal-Learn participant's progress monthly.	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.6 – Supportive Services</u>	Supportive services needs are evaluated and documented. Change in supportive services status reported to GSW within (5) five workdays.	Contractor shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time. Contractor shall apply State regulations and County Cal-Learn Policies and Procedures.	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.
<u>Attachment A, Section 5.7 - School Enrollment Rate</u>	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	Contractor is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7 - Report Card Schedule - Submission Rate</u>	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	Contractor is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.7 - High School Graduation Rate</u>	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.8 – Good Cause Determinations</u>	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. Contractor reviews and provides a recommendation for a sanction with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
<u>Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions</u>	Deferrals and Exemptions	Contractor shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. Contractor shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A,</u> <u>Section 5.11</u> <u>Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	Contractor provides referrals to appropriate community services agencies to assist participants. Contractor shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A,</u> <u>Section 5.12 –</u> <u>Cal-Learn Exits</u>	Cal-Learn Exits	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	Contractor shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. Contractor shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARs Reports and GEARs Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	Contractor shall maintain effective controls to track cases being transferred into and out of Contractor's caseload.	3%	Case review, GEARs Reports and GEARs Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	Contractor shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.16 Administrative Tasks</u>	Administrative Tasks	Contractor shall provide all administrative services necessary to perform the contract requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
<u>Section V, 3.0, Attachment A, 5.17 Reporting Tasks</u>	Timely Invoices and reports submitted	<p>Contractor shall submit an accurate monthly invoice by the 15th calendar day following the report month.</p> <p>Contractor shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided</p> <p>Contractor shall submit ad hoc reports as required by the County.</p>	0%	Review of invoices and GEARS reports.	1 point per each day late.

ATTACHMENT B-5
CONTRACTOR'S BUDGET

LINE ITEM BUDGET

PROJECT NAME:	PROJECT NATEEN		
CONTRACTOR:	CHILDRENS HOSPITAL LOS ANGELES	CONTACT PERSON:	Priscilla Brown
CONTRACT PERIOD:	1/1/06-8/31/06	TELEPHONE NUMBER:	(323) 669-2353
FISCAL YEAR:	2006	E-MAIL:	pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Administrative Staff:

Salaries	\$	106,124
Fringe Benefits	\$	21,225
Total	\$	127,349

Case Management:

Salaries	\$	129,500
Fringe Benefits	\$	25,900
Total	\$	155,400

Personnel Subtotal	\$	282,749
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OPERATING COSTS

	<u>Monthly Cost</u>	<u>Cost for 3 Months</u>
Equipment	\$0	\$0
Supplies	\$285	\$ 2,281
Mileage (\$.45 per mile x estimated mileage)	\$338	\$ 2,700
Printing	\$50	\$ 400
Provider Training	\$167	\$ 1,333
Telephones	\$175	\$ 1,400
Other (must be itemized)		
Lease/Rental-Space	\$5,327	\$ 42,619
Utilities	\$363	\$ 2,900
Postage	\$100	\$ 800
Consultant	\$125	\$ 1,000
Health Education	\$250	\$ 2,000
Client Support	\$188	\$ 1,500
Guest Speakers	\$100	\$ 800
Graduation Ceremony	\$438	\$ 3,500
 Operating Costs - Subtotal	 \$7,904	 \$ 63,234

INDIRECT COSTS (List all appropriate)

(10% of Personnel Salaries *. See Personnel Schedule)

	<u>Percentage</u>	<u>Yearly Cost</u>
Indirect Cost - Subtotal	10%	\$ 23,562
Total Administrative Cost		\$ 23,562

DIRECT SERVICES COSTS:

DIRECT SERVICES	\$	-
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Grand Total Contract Cost	\$	369,545
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Footnote:

May not apply to agencies with an approved indirect cost rate proposal. The approved proposal letter should be attached to the budget.

All costs must be necessary, reasonable and justifiable. The costs should be prorated by the percentage of uses in serving CalWORKs participants if costs include other programs.

The budget should be accompanied with budget narrative.

PERSONNEL SCHEDULE

CONTRACTOR: PROJECT NATEEN
 CONTRACT PERIOD: 1/1/06-8/31/06
 FISCAL YEAR: 2006

CONTACT PERSON: Priscilla Brown
 TELEPHONE NUMBER: (323) 669-2353

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL COST FOR 8 MONTHS
Position Filled	Manager, NATEEN Program	1	\$ 5,426	50.0%	\$ 2,713.16	\$ 21,705.31
Position Filled	Clinical Social Worker II	1	\$ 5,040	50.0%	\$ 2,519.80	\$ 20,158.41
Position Filled	Clinical Social Worker II	1	\$ 5,040	40.0%	\$ 2,015.84	\$ 16,126.73
Position Filled	Case Manager	1	\$ 2,878	100.0%	\$ 2,877.79	\$ 23,022.30
Position Filled	Case Manager	1	\$ 2,735	100.0%	\$ 2,734.94	\$ 21,879.50
Position Filled	Case Manager	1	\$ 3,024	100.0%	\$ 3,024.12	\$ 24,192.92
Position Filled	Case Manager	1	\$ 2,765	100.0%	\$ 2,764.56	\$ 22,116.44
Position Filled	Case Manager	1	\$ 2,735	100.0%	\$ 2,734.94	\$ 21,879.50
Position Filled	Case Manager	1	\$ 2,735	75.0%	\$ 2,051.20	\$ 16,409.63
Position Filled	Staff Secretary	1	\$ 2,634	30.0%	\$ 790.17	\$ 6,321.37
Position Filled	Project Assistant I	1	\$ 2,684	100.0%	\$ 2,684.43	\$ 21,475.40
Position Filled	Project Assistant I	1	\$ 2,684	30.0%	\$ 805.33	\$ 6,442.62
Position Filled	Staff Secretary	1	\$ 3,474	50.0%	\$ 1,736.78	\$ 13,894.20
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
Total Salaries:					\$ 29,453.04	\$ 235,624.33

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ALL STAFF POSITIONS					(5)	TOTAL
Health Plan (3)	6.44%	\$15,174.21					\$15,174
Dental Plan							\$0
Retirement	3.07%	\$7,233.67					\$7,234
SUI	0.25%	\$589.06					\$589
Social Security	7.65%	\$18,025.26					\$18,025
Worker's Compensation	2.59%	\$6,102.67					\$6,103
Long-Term Disability							\$0
Holidays							\$0
Sick Leave							\$0
Vacation							\$0
Life Insurance							\$0
Fringe Benefits per Classification							\$0
Fringe Benefit Subtotal	20.00%	\$47,124.87	\$0.00	\$0.00	\$0.00	\$0.00	\$47,125
Total # of Positions by Classification							
Total Fringe Benefits (4):		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47,125

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance.
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn Budget Justification Narrative

CONTRACTOR: CHILDRENS HOSPITAL LOS ANGELES
CONTRACT PERIOD: 1/1/06-8/31/06

CONTACT PERSON: Priscilla Brown
TELEPHONE NUMBER: (323) 669-2353
E-MAIL: pbrown@chla.usc.edu

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits		FTE	Total Cost
<u>Case Management/Administrative Staff:</u>			
Program Manager:	Provides over-all supervision of all CAL LEARN staff and is responsible for full contract compliance and services	50.00%	\$ 21,705
Coordinator:	Provides day to day clinical and administrative supervision of case management and other CAL LEARN staff	90.00%	\$ 36,285
Case Managers:	Assures client receives services within a complex multi and trans-disciplinary system of care, based on AFLP standards	575.00%	\$ 129,500
Staff Secretary:	Responsible for front office duties, greets and directs clients	30.00%	\$ 6,321
Data Entry Clerk/Project Assistant I:	Inputs all GEARS and Leader data; assists with program orientation; handles non-compliant cases; liaison between GSWs and Case Management staff	100.00%	\$ 21,475
Project Assistant I:	Responsible for front office duties, greets and directs clients, provides program outreach at community sites	30.00%	\$ 6,443
Staff Secretary:	Supervises all support staff; responsible for all Lodestar data input	50.00%	\$ 13,894
Total Personnel			\$235,624
<u>Fringe Benefits:</u>		Percentage	
Health Plan		6.44%	\$ 15,174
Retirement		3.07%	\$ 7,234
Social Security		7.65%	\$ 18,025
SUI		0.25%	\$ 589
Workers Compensation		2.59%	\$ 6,103
Total Fringe Benefits		20.00%	\$ 47,125
Total Personnel			\$282,749

OPERATING COSTS (1)		<u>Yearly Cost</u>
<u>Equipment:</u>		
Total Equipment		\$ -
<u>Supplies:</u>		\$ 2,281
	General office supplies needed to support program requirements (approx. \$285 per month)	
<u>Mileage:</u>		\$ 2,700
	Reimbursement for local travel to conduct home visits and attend community meetings and trainings (rate \$.45/mile)	
<u>Printing</u>		\$ 400
	Printing of fliers for special presentations, orientation (due to needed repeated attempts to contact teens) and other group activities; pamphlets and brochures on appropriate topics	
<u>Provider Training/Health Promo/Education:</u>		\$ 1,333
	Registration fees for local trainings and conferences regarding Health Education, standards for AFLP, staff development and other related topics (calculated based on \$200 per FTE)	
<u>Telephones:</u>		\$ 1,400
	Estimated phone usage based on prior year expense	
<u>Rent/Depreciation/Building Interest:</u>		
Rent:	Lease payment for site at 4610 Hollywood Blvd. (based on 50% of total lease amount)	\$ 42,619
Depreciation:	None	
Interest:	None	
<u>Utilities:</u>		\$ 2,900
	Estimate for monthly gas, electric and water bills for leased site, based on prior year expense	
<u>Facility Repair/Maintenance:</u>		\$ -
<u>Other:</u>		
Postage:	Mailings to NATEEN clients regarding program activities	\$ 800
Consultant	Provides team building and staff development trainings	\$ 1,000
Health Education	Health education materials for clients: videos, booklets, brochures	\$ 2,000
Client Support	Items for emergencies and other client needs: such as diapers, formula, clothing for participants' infants, strollers, breast pumps, car seats, etc.	\$ 1,500
Guest Speakers	Funding for group activities and other programs associated with the Cal-Learn Program, such as parenting groups, presentations by specialists, educational fair, pamphlets, and fliers.	\$ 800
Graduation Ceremony	Funding for graduation ceremony	\$ 3,500
		\$ 9,600
Operating Costs - Subtotal		\$63,234
INDIRECT COSTS (List all appropriate)		\$ 23,562
	Calculated at 10% of Personnel Salaries	
Grand Total Contract Cost		<u>\$369,545</u>

ATTACHMENT H-1

**CLARIFYING LEGAL AND PROCEDURAL ISSUES IN THE
SAFELY SURRENDERED BABY LAW**



Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law

On January 1, 2001, a new law in California went into effect. Known as the "Safely Surrendered Baby Law," the law states that **"no parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to an employee at a public or private emergency room."** Newborns may also be safely surrendered at Los Angeles County Fire Department stations and other fire stations designated by the County Board of Supervisors.

The following are common questions and answers regarding the legal provisions and procedures included in the Law:

- **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to confidentially give up their baby, 72 hours or younger. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

- **The law guarantees confidentiality to the surrendering adult. What does this mean?**

A parent who safely surrenders a baby does not have to give her name. If a parent chooses to give her name or other identifying information, only individuals who need to know the identity and whereabouts of a surrendering parent will have access to such information, thus guaranteeing confidentiality. Such individuals may include the judge and the attorneys in court who ensure that the baby is safe and placed in a pre-adoptive home.

- **Who does the law allow to bring the baby to a Safe Surrender site?**

The law allows the parent or other person with lawful custody to bring the baby to a Safe Surrender site.

- **Does the law allow a parent to leave his or her newborn at the entrance of a Safe Surrender site?**

NO. To ensure the safety of the newborn, the parent or person with lawful custody must give his or her baby to an employee of the Safe Surrender site.

- **Does the parent have to tell anything to the person taking the baby at the Safe Surrender site?**

NO. However, the parent will be asked to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. Although filling out the questionnaire is not required, it is encouraged. If she wishes, the parent can take the questionnaire home and mail it back to the hospital once it has been completed. The medical questionnaire does not require any information that would compromise the confidentiality of the parent.

Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law *(continued)*

- **What is the process for a parent to reclaim his or her child within the 14-day timeframe outlined in the Safe Surrender Law?**

Within 14 days from the date a parent surrenders a baby, the parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. A social worker will meet with the parent and assess his or her home to determine whether the baby can be safely returned.

- **What happens if a parent wants to reclaim his or her child after the 14-day timeframe?**

A parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. Because the baby's case will be in court, the parent may have to attend court hearings in addition to meeting with social workers and having his or her home assessed.

- **What is the purpose of the identification bracelet that is placed on the infant and provided to the surrendering adult?**

The bracelet assists the social workers in determining who a baby's parents may be in those cases where a parent requests the baby back. The bracelet does not establish parentage or right to custody of the child.

- **What happens to the baby if a parent does not attempt to reclaim his or her child?**

Upon receiving the surrendered baby, social workers immediately place the baby in a safe and loving home and begin the adoption process.

ATTACHMENT K
NONPROFIT INTEGRITY ACT OF 2004

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
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Signature

Date

Name and Title (please type or print)

**AMENDMENT NUMBER FIVE TO THE AGREEMENT WITH
FOOTHILL FAMILY SERVICE FOR THE PROVISION OF
CAL-LEARN CASE MANAGEMENT SERVICES**

Reference is made to the document entitled "Cal-Learn Case Management Services Contract By and Between the County of Los Angeles and Foothill Family Service," dated August 12, 2003, and further identified as County Agreement Number 74592, Amendment Number One, dated September 29, 2003, Amendment Number Two, dated November 25, 2003, Amendment Number Three, dated November 30, 2004, Amendment Number Four, dated November 8, 2005, Change Notice Number One, dated October 21, 2003, and Change Notice Number Two, dated May 26, 2004, hereinafter referred to as "Agreement."

Effective one day after Board approval, the Agreement is amended as follows:

1. **SECTION II, TERM OF AGREEMENT**, Paragraph 1.4 is added as follows:
 - 1.4 This Agreement is extended for eight months, effective one day after Board approval through August 31, 2006. The complete and revised term of this Agreement is September 1, 2003 through August 31, 2006.
2. **SECTION IV, CONTRACT RATES**, Paragraph 1.0 is deleted in its entirety and replaced with the following Paragraphs 1 and 2:
 1. Notwithstanding any other provision of this Agreement, COUNTY shall not be liable in any event for payment of services provided pursuant to this Agreement in excess of the firm-fixed rate of \$200.84 per Cal-Learn participant enrolled in the CONTRACTOR's Cal-Learn program during the service month, as defined in Part V., Invoicing and Payment, hereunder.
 2. Cost of Living Adjustment (COLA) - The contract amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding July 1, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, the cost of living adjustment will not be granted.

3. **SECTION IV, CONTRACT RATES**, Subparagraph 1.1.2 is added as follows:

1.1.2 Attachment B-5, Contractor's Budget is added as an attachment hereto, effective January 1, 2006 through August 31, 2006.

4. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 18, CONTRACTOR Responsibility and Debarment, is deleted in its entirety and replaced as follows:

18.1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

18.2. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts that the Contractor may have with the County.

18.3. County may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

18.4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

18.5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length

of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 18.6. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 18.7. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following; (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 18.8. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 18.9. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 43.0, Notice to Employees Regarding the Safely Surrendered Baby Law, is deleted in its entirety and replaced as follows:

43. "The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. *Department of Public Social Services will supply the CONTRACTOR with the poster to be used.*"

6. **SECTION VI., FURTHER TERMS AND CONDITIONS**, Paragraph 63.0, CONTRACTOR's Charitable Activities Compliance, is added as follows:

63. The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

7. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, 3.0 COUNTY FURNISHED ITEMS, PARAGRAPH 3.6, SUPPLIES**, Subparagraph 3.6.5 is added as follows:

3.6.5 DPSS staff with contract monitoring responsibilities will supply CONTRACTOR with the County's "Safely Surrendered Baby Law" posters and/or wallet-size cards (Attachment H) The CCA shall provide CONTRACTOR with the "Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law" document (Attachment H-1, attached hereunder).

8. **ATTACHMENT A, STATEMENT OF WORK AND TECHNICAL EXHIBITS, SECTION 5.0, SPECIFIC TASKS**, has been deleted in its entirety and replaced as follows:

5.1 OVERVIEW OF CASE MANAGEMENT OPERATIONS AND TASKS

5.1.1 CONTRACTOR is responsible for administering Cal-Learn case management services in accordance with all applicable laws and existing or future State regulations and COUNTY policies and procedures governing Cal-Learn, including but not limited to the

California Department of Social Services (CDSS) Manual of Policy and Procedures Eligibility and Assistance Standards Sections 42-762 through 42-769 and the Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800 and its updates, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require COUNTY approval prior to implementation.

- 5.1.2 CONTRACTOR is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described below in this agreement.
- 5.1.3 CONTRACTOR shall provide Cal-Learn services and applicable reporting tasks as specified in this Agreement. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 CONTRACTOR shall provide Cal-Learn services, pursuant to the specific tasks listed in Section 5.0 of this Agreement, to each eligible CalWORKs participant without exception; unless, otherwise notified by the COUNTY to cease services or the participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.

5.2 IDENTIFICATION AND RECRUITMENT OF CAL-LEARN PARTICIPANTS

- 5.2.1 COUNTY shall provide to CONTRACTOR, a weekly Cal-Learn Universe Listing of CalWORKs participants who appear to be eligible for Cal-Learn in CONTRACTOR's service delivery area. Recruitment may occur through CONTRACTOR co-location at DPSS CalWORKs district offices, as described below in Section 5.15, Co-location at County Sites or any other means CONTRACTOR and COUNTY deem appropriate.
- 5.2.2 CONTRACTOR may independently identify participants who are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.
 - 5.2.2.1 When CONTRACTOR identifies a potentially eligible pregnant or parenting teen, CONTRACTOR shall notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS and LEADER. CONTRACTOR shall confirm the status of a potentially eligible Cal-Learn participant by reviewing GEARS screens: 1) IPCA; 2) MCAP; 3) IPRC; and, 4) ICAS.

- 5.2.2.2 If the minor pregnant or parenting teen identified by the CONTRACTOR is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services shall be provided.

5.3 CAL-LEARN NOTIFICATION AND ENROLLMENT

- 5.3.1 Upon identifying a participant as eligible for Cal-Learn, as stated in Section 5.2 above, CONTRACTOR shall enroll participant via GEARS or any other COUNTY approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) work days of receiving eligibility confirmation from GAIN Cal-Learn Line Operations or receipt of an Inter-County Transfer form (CL 15, Cal-Learn Case Management Inter-County Transfer Form and/or CL 16, Cal-Learn Case Management Inter-County Transfer Summary).

- 5.3.1.2 Within four (4) workdays of assigning a participant to a Cal-Learn Contract Case Manager, CONTRACTOR shall set an orientation appointment date to alert GEARS to automatically initiate the CL 1, to both the eligible teen and the Head of the CalWORKs Assistance Unit, if applicable. The appointment shall be set at least ten (10) workdays from the date the component is opened.

- 5.3.2 Once a participant is assigned to a Contract Case Manager, CONTRACTOR shall create a separate Cal-Learn case file folder for each referred participant. The file folder shall contain all pertinent information related to Cal-Learn services.

For Cal-Learn participants who are referred erroneously and identified as such after the component is opened, the CONTRACTOR shall create a file to document the determination of erroneous referral and reason for exit.

5.4 CAL-LEARN ORIENTATION

- 5.4.1 CONTRACTOR shall provide and conduct Cal-Learn Orientations to Cal-Learn participants, as described in Section 5.3 above. Orientation shall be scheduled within twenty (20) workdays of Cal-Learn enrollment.

- 5.4.2 Orientation shall abide by applicable State regulations and County Cal-Learn Policies and Procedures.

5.4.3 CONTRACTOR is expected to meet a performance outcome for completion of Cal-Learn orientation. For the semi-annual period of the contract, the minimum performance standard is 70 % for all newly enrolled participants, excluding those erroneously referred.

5.4.4 Orientation No-Shows – CONTRACTOR is responsible for contacting Cal-Learn participants who do not attend the scheduled orientations and shall continue recruitment efforts through such means as telephone calls, home visits, and/or follow-up letters.

5.5 CASE MANAGEMENT

CONTRACTOR shall provide comprehensive case management, as specified by the Adolescent Family Life Program Standards established by the California Department of Health Services, and all applicable State regulations and County Cal-Learn Policies and Procedures.

5.5.1 Case Plan

Within sixty (60) work days of the completed Cal-Learn orientation appointment, CONTRACTOR shall develop a comprehensive case plan, for each Cal-Learn participant. The purpose of the case plan is to assist participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). CONTRACTOR shall update the case plan at least once every quarter. The case plan shall abide by State regulations and County Cal-Learn Policies and Procedures.

5.5.2 Cal-Learn Plan Review

CONTRACTOR will monitor each Cal-Learn participant's progress through monthly contacts with the participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the participant's progress. If needed, CONTRACTOR shall make necessary changes to the service plan to improve the Cal-Learn participant's progress.

Cal-Learn Contract Case Manager shall act as an advisor, mentor, and role model so that each Cal-Learn participant has someone to trust and rely upon for advice and guidance.

5.6 SUPPORTIVE SERVICES

CONTRACTOR shall evaluate unmet needs for child care, transportation, ancillary services, and other services needed to attend school full-time as defined by the school.

- 5.6.1 CONTRACTOR shall document supportive service needs and forward COUNTY-required transportation and ancillary payment requests and documentation to the GAIN Services Worker, and request for child care to the appropriate Alternative Payment Program (APP) agency.
- 5.6.2 CONTRACTOR shall report changes in status that affect supportive service payments, or overpayments and underpayments, if discovered, to the GAIN Services Worker within five (5) workdays of discovery.
- 5.6.3 CONTRACTOR shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by COUNTY procedures.

5.7 SCHOOL ATTENDANCE AND REPORT CARDS

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, CONTRACTOR shall emphasize the importance of completing a high school education and work with participants to address barriers to school enrollment. Accordingly, CONTRACTOR is expected to meet a performance outcome for enrollment in high school or equivalent program. The minimum performance standard is 60% for the semi-annual period of the contract for all Cal-Learn participants enrolled who have completed Cal-Learn orientation.

If the participant is unable to obtain documentation of school enrollment, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and school enrollment information.

5.7.2 Report Card Schedule

CONTRACTOR shall give or mail to the Cal-Learn participant, the CalWORKs payee and the GAIN Services Worker, the initial report card schedule and all updates to the report card schedule. The report card schedule is developed by the Cal-Learn Contract Case Manager within thirty calendar days of the participant's Cal-Learn enrollment and/or as part of the Case Plan. Updates to the report card schedule are developed when the previous report card is due or has been submitted or as necessary during the Case Plan Review. The report card schedule and updates will be on a COUNTY approved form.

CONTRACTOR is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the

semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall monitor to ensure that report cards are submitted by the Cal-Learn participant by the report card due date (within ten (10) work days after the report card issue date) in accordance with the report card schedule, per Section 5.7.2 above.

If the participant is unable to obtain the report card from the school, County will accept telephone verification from CONTRACTOR. The verification shall be documented in the case file and shall include: date of conversation, name of school, name of school personnel/job title, and progress of student.

5.7.4 High School Graduation

CONTRACTOR is expected to meet a performance outcome for high school graduation. For the annual period of the contract, the minimum performance standard is 50% of all Cal-Learn participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, and have not been exited due to loss of CalWORKs eligibility.

5.8 GOOD CAUSE DETERMINATIONS

5.8.1 Good Cause determination is started/evaluated when requested by the Cal-Learn participant. CONTRACTOR shall review the events on which the Cal-Learn participant based the request and provide a recommendation for a sanction, bonus or no bonus/no sanction, with substantiating documentation to the County. The GAIN Services Worker shall review the CONTRACTOR's documentation and recommendation to determine if the Cal-Learn participant does or does not have good cause.

5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 DEFERRALS

5.9.1 CONTRACTOR shall send a deferral recommendation and supporting documentation to the GAIN Services Worker (GSW) for approval and

follow State regulations and County Cal-Learn Policies and Procedures.

CONTRACTOR shall continue Cal-Learn case management during the time a Cal-Learn participant is deferred. Supportive Services payments do not continue.

5.9.2 CONTRACTOR shall review deferrals when the deferral period expires, but no less often than every three (3) months.

5.10 EXEMPTIONS

CONTRACTOR shall follow applicable State regulations and County Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GSW for approval.

Cal-Learn services are not provided to teens exempted from Cal-Learn. CONTRACTOR shall review the exemption reason when it expires, but no less than every six (6) months. County will alert Contractor via the Cal-Learn Checklist five (5) work days prior to the end of the exemption period that an exemption review will be due.

5.11 REFERRALS

CONTRACTOR shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school when the needed services are available and also accessible to the teen parent.

5.11.1 Welfare Fraud Investigation Referrals

CONTRACTOR shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn participant, the Cal-Learn participant in collusion with a service provider or any family member is suspected of committing welfare fraud. Initial reports/referrals can be verbal or in writing. When making a verbal report, CONTRACTOR is to ensure that a written referral is submitted within three (3) work days of the initial report.

The CONTRACTOR shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

CONTRACTOR shall report suspected elder abuse or child abuse per existing State mandated reporter requirements. Contractor shall

initiate reports to the Department of Children and Family Services or other appropriate authorities, verbally or in writing. When making a verbal report, CONTRACTOR shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 CAL-LEARN EXITS

CONTRACTOR shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility. When the participant no longer qualifies, CONTRACTOR shall take appropriate action and initiate the closure of the participant's Cal-Learn component in no more than five (5) work days from the date notification was received from the GSW, via the final checklist, that the participant was ineligible.

CONTRACTOR shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which notification of termination is received, teen turns 19 or 20 years old or graduates. When a bonus, sanction, or good cause determination is pending, CONTRACTOR may keep the component open until the end of the month, following the month in which the participant became ineligible. To the extent possible, COUNTY shall notify CONTRACTOR on cases that are to be closed in a specific month at least five (5) working days prior to the end of the month. Information shall be retained and documented in participant's Cal-Learn case folder.

CONTRACTOR shall not be paid beyond the month in which written notification is received from COUNTY that the Cal-Learn participant is no longer eligible except for reasons stated above. CONTRACTOR may not be eligible for payment for any cases where a CONTRACTOR-caused delay occurs in closing a component.

5.13 INTER-COUNTY TRANSFERS (ICT)

For cases being **transferred in** from other counties in California, CONTRACTOR shall assign ICT cases to case managers within four (4) workdays of receipt of CL 15 or CL 16. The COUNTY shall provide the date-stamped CL 15 to the CONTRACTOR within three (3) work days from receipt of CL 15.

CONTRACTOR shall forward CL 16 to COUNTY within three (3) workdays of receipt.

CONTRACTOR shall maintain effective controls to ensure proper invoicing of ICT cases. CONTRACTOR may request payment for these cases effective the month in which Cal-Learn services were initiated. In addition, CONTRACTOR shall ensure that previously invoiced ICT cases are not

counted as new cases in subsequent invoices once the case is added as new via GEARS.

For cases being **transferred out** to other counties in California, CONTRACTOR shall notify the GAIN Deputy Administrator and initiate Cal-Learn exit procedures, within three (3) work days of receiving notification from the GSW, via the Cal-Learn checklist, of a participant's move to another county.

5.14 INTER-AGENCY TRANSFERS

CONTRACTOR shall maintain effective controls to track cases being transferred into and out of CONTRACTOR's caseload.

5.14.1 Upon verification of participant's change of address from GSW, CONTRACTOR shall transfer those cases that have moved to another service area within Los Angeles County within ten (10) work days. For outgoing cases, CONTRACTOR shall confirm the new address service area, notify the new provider per established procedures, receive transfer information from new provider and transfer the case electronically in GEARS.

The receiving agency shall, within four (4) work days of request, provide the name of the new case manager to the sending agency to complete the transfer. Should COUNTY affect CONTRACTOR's ability to transfer a case within the ten (10) work days, CONTRACTOR shall complete the transfer as soon as possible.

5.14.2 In the event that a Cal-Learn participant requires immediate services while a case is in the process of being transferred, CONTRACTOR shall remain responsible for providing services until GEARS is updated and reflects a new Cal-Learn service provider as the responsible provider.

5.14.3 CONTRACTOR must ensure proper invoicing on all outgoing and incoming inter-agency transfers, as CONTRACTOR would no longer be eligible for payment in the service month in which the case was transferred out, but will be eligible for payment in the service month in which it received case transfers.

5.15 CO-LOCATION AT COUNTY SITES

CONTRACTOR may utilize COUNTY premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Learn case management. It is expressly understood that

this Agreement does not constitute the conveyance by COUNTY to CONTRACTOR of any estate or interest in real property.

5.15.1 CONTRACTOR shall:

- 5.15.1.1 Abide by the COUNTY's rules and regulations as described in Section VI, Paragraph 50.0.
- 5.15.1.2 Keep the occupied area in a clear and sanitary manner.
- 5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to CONTRACTOR that is installed or placed within the area occupied.
- 5.15.1.4 Repair any and all damage beyond normal wear and tear to COUNTY property arising out of the conduct of CONTRACTOR activities on the premises.
- 5.15.1.5 Upon termination of this Agreement, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by COUNTY, other than for ordinary wear and tear and damage or destruction from forces beyond the control of CONTRACTOR.
- 5.15.1.6 Permit COUNTY staff to enter the area occupied at any time for the purpose of determining whether the CONTRACTOR's activities are being conducted in compliance with the terms of this Agreement, or for any other purpose incidental to the performance of the duties required of the COUNTY.
- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. COUNTY shall provide to CONTRACTOR, a table, chair and access to a telephone, as needed, when conducting and/or assisting pregnant/teen parents during appointments/interviews with the teen's Eligibility Worker

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 CONTRACTOR shall make no alterations or improvements to the premises furnished, other than for the installation and placement therein of personal property required for said activities, without the prior

written consent of COUNTY. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.

- 5.15.2.2 All personal property furnished by the CONTRACTOR, including personal property installed or placed on the premises, shall be removed by the Agreement's termination date. In the event of its failure to do so, title thereto shall vest in COUNTY. All alterations, additions, or betterments to the premises furnished by the CONTRACTOR shall remain the property of the COUNTY upon termination of this Agreement.

5.16 ADMINISTRATIVE TASKS

CONTRACTOR shall provide all administrative services necessary to perform the contract requirements specified in this agreement as follows:

- 5.16.1 CONTRACTOR shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Attachment D, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.
- 5.16.2 CONTRACTOR shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in CONTRACTOR's records.
- 5.16.3 CONTRACTOR shall revise internal procedures as required by COUNTY to comply with systems or regulation changes.
- 5.16.4 CONTRACTOR shall provide in-house staff training and maintain a log to ensure the following requirements are met. CONTRACTOR shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures.
 - 5.16.4.1 All public contact staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of participants.
 - 5.16.4.2 Staff is trained in sensitivity to language and cultural differences, and will work with participants to address language and cultural barriers to education that participants may demonstrate.

- 5.16.4.3 All line staff and supervisors understand and correctly apply all provisions of the COUNTY Cal-Learn Plan, State regulations and County Cal-Learn Policies and Procedures, COUNTY requirements, participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
- 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program participants.
- 5.16.5 CONTRACTOR shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices;
 - 5.16.5.1.4 Case Plan;
 - 5.16.5.1.5 Report Cards and school progress reports, or contractor documentation;
 - 5.16.5.1.6 Deferral, Exemption, Bonus, or Sanction Recommendations;
 - 5.16.5.1.7 Documentation to substantiate cause recommendations, deferrals and all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.8 Service Referrals;
 - 5.16.5.1.9 Complaints.
 - 5.16.5.2 A security system shall be maintained to protect the confidentiality of the files.

5.16.5.3 Retain files as required in Record Retention and Inspection, Section VI, Paragraph 47.

- 5.16.6 Contract staff at each site shall be available to discuss participant's progress records with COUNTY, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., except County-recognized holidays and County-approved Contractor holidays.

Contract Manager or designee shall attend meetings and provide participant progress records and other documentation as requested by COUNTY. COUNTY shall provide a minimum of five (5) work days' notice of scheduled meetings and request for documentation/information.

- 5.16.7 CONTRACTOR shall maintain a supply of civil rights complaint form PA 607, which will be furnished by the COUNTY as needed during the life of the contract. CONTRACTOR shall complete the civil rights complaint form **when a Cal-Learn** participant has stated that his/her rights have been violated, even when the complaint has been resolved by Contractor. The forms are to be sent within three work days of the complaint with a copy to the CCA, to:

DPSS Civil Rights and Language Services Section
Civil Rights Program Manager
12860 Crossroads Parkway South
City of Industry, California 91746

- 5.16.8 CONTRACTOR shall be available to consult with COUNTY as needed, in the event compliance procedures are initiated. CONTRACTOR shall also provide records, documents and written statements for State hearing, compliance, and grievance processes when requested by COUNTY within five (5) work days of a telephone call or written notice.
- 5.16.9 Annually or upon demand by COUNTY, CONTRACTOR shall conduct an inventory of all equipment purchased for this Contract and a copy shall be sent to the CCA.

5.17 REPORTING TASKS

- 5.17.1 CONTRACTOR shall use data from GEARS reports to reconcile with its own records, where applicable. CONTRACTOR shall send to COUNTY, a monthly Ongoing Services Invoice to the CCA. The invoice is due by the fifteenth calendar day of the month for the previous month. The monthly invoice shall be similar in form to the Technical Exhibit 6.3.

5.17.2 CONTRACTOR shall provide on a semi-annual basis:

5.17.2.1 Summaries of participant success stories, due the fifteenth of the month following the semi annual and annual period of the contract.

5.17.2.2 Narratives of types of services provided in-house and through CONTRACTOR's network of service providers, due the fifteenth of the month following the semi-annual and annual period of the contract.

5.17.3 CONTRACTOR shall complete and provide to the CCA other ad hoc reports as required by COUNTY.

5.18 PERFORMANCE OUTCOME MEASURES

5.18.1 CONTRACTOR shall abide by all standards and expectations contained in this Agreement. In addition, the Agreement includes four Performance Outcome Measures, as defined in Attachment A, Section 2.41 and their respective standards reflected as percentages as detailed in Attachment A, Sections 5.4.3, 5.7.1, 5.7.2, and 5.7.4.

5.18.2 In assessing financial bonuses and deductions, the following evaluation periods shall be used for the listed Performance Outcome Measures:

5.18.2.1 COUNTY shall evaluate CONTRACTOR performance based on ORIENTATION completion, REPORT CARD SUBMISSION and SCHOOL ENROLLMENT rates during the six-month evaluation period of the contract.

5.18.2.2 COUNTY shall evaluate CONTRACTOR performance based on its GRADUATION rate during the annual evaluation period of the contract.

5.18.3 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed** PERFORMANCE OUTCOME MEASURES, for the monitoring period, exceed the standards by larger than the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may be eligible for a payment bonus of \$100 for each percentage point above the standard minus AQL in each of the PERFORMANCE OUTCOME MEASURES.

5.18.4 During any of the aforementioned monitoring periods, should CONTRACTOR performance in **all four listed** PERFORMANCE

OUTCOME MEASURES, for the monitoring period, fall below the standards minus the AQL listed in Technical Exhibit 6.1, Performance Requirements Summary Chart, CONTRACTOR may receive a payment deduction of \$100 for each percentage point below the standard minus the AQL in each of the PERFORMANCE OUTCOME MEASURES.

- 5.18.5 Ceilings on bonuses and floors on deductions shall not exceed ten percent (10%) of CONTRACTOR's monthly payment issued during the PERFORMANCE OUTCOME MEASURES' evaluation period, as described in Agreement Part V, Section 13.0. The highest monthly payment in the evaluation period ending November 2006 shall be used in making this assessment. Bonuses and deductions will be assessed one time during a contract year.
- 5.18.6 GEARS data shall be utilized in determining CONTRACTOR performance on PERFORMANCE OUTCOME MEASURES.
- 5.18.7 Should rates in any of the PERFORMANCE OUTCOME MEASURES exceed or fall below the standards, COUNTY at its discretion shall meet with CONTRACTOR to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. COUNTY shall retain sole discretion in making a determination on the appropriateness of the standards based on CONTRACTOR input.
- 5.18.8 CONTRACTOR may request consideration to waive performance standards as discrepant. However, for the purposes of imposing bonuses or deductions, the evaluation periods shall follow the time frames noted above.
- 5.18.9 COUNTY shall provide to CONTRACTOR copies of all monitoring reports and appropriate supporting data, which may include data files that support CONTRACTOR performance rates. These will be provided on a monthly basis as well as cumulatively for the timeframe for each outcome measure. COUNTY reserves the right to determine the appropriateness of providing supporting information.

9. ATTACHMENT A, TECHNICAL EXHIBIT 6.1, PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is deleted in its entirety and replaced with the following Performance Requirements Summary Chart attached hereunder.

All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by the Mayor, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Amendment to be signed by its duly authorized officer(s), this _____ day of _____ 2006.

COUNTY OF LOS ANGELES

By _____
Michael D. Antonovich
Mayor, Los Angeles County

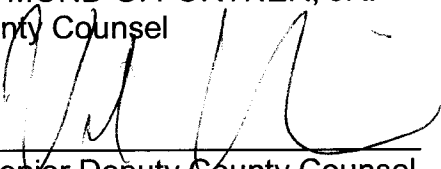
Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

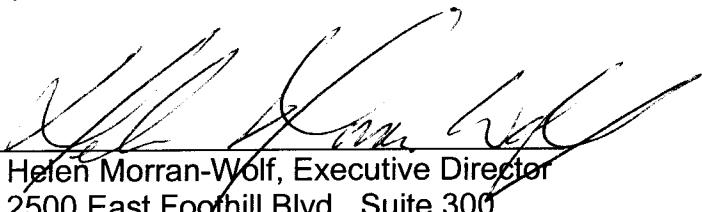
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Senior Deputy County Counsel

FOOTHILL FAMILY SERVICE

By 
Helen Morran-Wolf, Executive Director
2500 East Foothill Blvd., Suite 300
Pasadena, California 91107

PERFORMANCE REQUIREMENTS SUMMARY CHART - CAL-LEARN CASE MANAGEMENT

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 6 and 12. - Complies with all laws such as EEO & Nondiscrimination Notices, and Child/Adult Abuse Reporting Responsibilities.	Notices posted. Instances of abuse reported.	Notices posted in CONTRACTOR facilities and easily accessible to employees. Instances of abuse reported timely.	0%	User complaint and/or on-site investigation. Review of records.	5 points per incident.
Section VI, 9.0 - Complaints & Attachment A, Section 5.14.7 - Complaints.	Contractor has procedures in place to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints. Provides updates to plans timely. Notifies CCA of status of investigations within 5 days of receiving complaints. Provides copies of responses to complaints within 3 business days. For civil rights complaints, completes the necessary civil rights complaint form and forwards it correctly and timely.	5%	On-site visits, user complaints or random sample.	5 points per incident in failing to report a complaint on a timely basis.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 14.0 - Confidentiality.	Employee Acknowledgment & Confidentiality Agreement signed by the employee.	Copy of agreement in CONTRACTOR files. No unauthorized release of information.	0%	Random sample user complaint.	10 points per incident.
Section V, 16.0 - Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by CONTRACTOR. Provide a contact for COUNTY to refer participants.	0%	Periodic review of records.	5 points for each failure to comply with CCA requests.
Section VI, 21.3 and Attachment A, Section 1.3.3.3, 4.1.3, 4.1.4, and 4.1.5 - Personnel Qualifications	Contractor Staffing Qualifications. Bilingual Certification Process.	Contractor staff possess the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services. Contractor must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s).	0%	On-site review of Contractor's records. On-site review of Contractor's records.	10 points per incident. 10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Section VI, 21.3 and Attachment A, Section 1.3.3.4 and 4.1.6 - Criminal Background Checks	Criminal Background Checks.	Conduct criminal background checks to ensure Contractor employees meet County hiring guidelines for criminal convictions.	0%	On-site review of Contractor's criminal clearance records.	10 points per incident.
Attachment A, Section 1.3 - Key CONTRACTOR Personnel.	Provide at contract start-up, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	0%	Notification by U.S. mail, e-mail, or telephone.	5 points per day for late notification.
Attachment A, Section 1.4 Quality Control Plan (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request. Contractor maintains QC review records and provides upon CCA request.	QC Plan received by CCA on contract start date. Revised QC plans received by CCA within 10 business days of request by CCA. File of QC review records maintained.	0%	Review of plan and revised plans. Periodic review of records	5 points per day late. 1 point per item deficient. 5 points per incident.
Attachment A, Section 4.1.2 - Staffing Levels	Contractor Staffing Levels.	Maintains staffing levels as approved by DPSS. Obtains prior approval from DPSS should Contractor determine that provided services requires additional or fewer staff.	0%	Review of Contractor's budget and on-site review of Contractor's records.	10 points per incident.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.4 - Orientation of Cal-Learn Participants (outcomes)	Rate of newly enrolled Cal-Learn participants that have attended Cal-Learn Orientation..	At minimum, 70% of all newly enrolled participants complete Cal-Learn orientation. 1) Orientation shall be scheduled within twenty (20) workdays of enrollment; 2) Contractor is expected to meet a performance outcome for completion of orientation; 3) Contractor is responsible for contacting participants who do not attend the scheduled orientation.	5%	Semi-annual review of data on completion of orientation of all those scheduled for orientation.	\$100 deduction for each percentage point below 65%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 75%, subject to provisions in Attachment A, Section 5.18.
Attachment A, Section 5.5 – Case Management	Case Plan and Cal-Learn Plan review	Contractor shall develop a comprehensive case plan for each Cal-Learn participant within sixty (60) work days of the completed Cal-Learn orientation appointment. Contractor shall update the case plan at least once every quarter. Contractor shall monitor each Cal-Learn participant's progress monthly.	5%	Random sampling of participant's records.	1 point for each percentage point in excess of the AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, Section 5.6 – Supportive Services</u>	Supportive services needs are evaluated and documented. Change in supportive services status reported to GSW within (5) five workdays.	Contractor shall evaluate unmet needs for child care, transportation, and other services needed to attend school full-time. Contractor shall apply State regulations and County Cal-Learn Policies and Procedures.	3%	Site visits and review of randomly selected participant cases.	5 points per percentage point exceeding AQL.
<u>Attachment A, Section 5.7 - School Enrollment Rate</u>	Rate of school enrollment for all teens that have completed Cal-Learn orientation.	Contractor is expected to meet a performance outcome for enrollment of high school or equivalent program. The minimum performance standard is 60% of all Cal-Learn participants enrolled who have completed orientation.	5%	Semi-annual review of data on school enrollment.	\$100 deduction for each percentage point below 55%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 65%, subject to provisions in Attachment A, Section 5.18.
<u>Attachment A, Section 5.7 - Report Card Schedule - Submission Rate</u>	Rate of report cards received for all Cal-Learn participants that are enrolled in school. The report card schedule shall be developed within thirty calendar days of the participant's Cal-Learn enrollment	Contractor is expected to meet a performance outcome for report card submission. The minimum performance standard is 50% for the semi-annual period of the contract for all Cal-Learn participants enrolled in high school or an equivalent program.	5%	Semi-annual review of data on report cards due and submitted.	\$100 deduction for each percentage point below 45% subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 55%, subject to provisions in Attachment A, Section 5.18.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, Section 5.7 - High School Graduation Rate	Rate of high school completion for all Cal-Learn participants that have completed the 11 th grade and are enrolled in school.	At minimum, 50% of all Cal-Learn participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility.	10%	Annual review of data on high school completion	\$100 deduction for each percentage point below 40%, subject to provisions in Attachment A, Section 5.18. \$100 bonus for each percentage point above 60%, subject to provisions in Attachment A, Section 5.18.
Attachment A, Section 5.8 – Good Cause Determinations	Good Cause Determinations	Cal-Learn participant requests Good Cause Determinations. Contractor reviews and provides a recommendation for a sanction with supporting documentation to the GSW.	3%	User complaints or random sample.	5 points for exceeding AQL.
Attachment A, Section 5.9 and 5.10 – Deferrals and Exemptions	Deferrals and Exemptions	Contractor shall send a deferral recommendation and supporting documentation to the GSW for approval and review deferral when the deferral period expires, but not less often than every three (3) months. Contractor shall review exemptions when exemption period expires, but not less often than every six (6) months.	5%	Case Review, GEARS Screen, and GEARS Reports.	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A,</u> <u>Section 5.11</u> <u>Referrals</u>	Referrals to the appropriate community services, and for Welfare Fraud Investigation and Child/Elder Abuse Investigation	Contractor provides referrals to appropriate community services agencies to assist participants. Contractor shall initiate a fraud referral to GSW for suspected Welfare Fraud. Verbal report followed up with written report within three (3) work days of the initial report.	0%	Random sample or user complaints.	5 points for exceeding AQL.
<u>Attachment A,</u> <u>Section 5.12 –</u> <u>Cal-Learn Exits</u>	Cal-Learn Exits	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
<u>Attachment A, 5.13</u> <u>Inter-County</u> <u>Transfers (ICT)</u>	Inter-County Transfers	Contractor shall assign ICT cases to case managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties. Contractor shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.14</u> <u>Inter-Agency</u> <u>Transfers</u>	Inter-Agency Transfers	Contractor shall maintain effective controls to track cases being transferred into and out of Contractor's caseload.	3%	Case review, GEARS Reports and GEARS Screens	5 points for exceeding AQL.
<u>Attachment A, 5.15</u> <u>Co-Location at</u> <u>County Sites</u>	Co-Location at County Sites	Contractor shall utilize County premises only for the purpose of identifying pregnant and parenting teens who may be eligible for comprehensive Cal-Lean services	0%	Site Visits	5 points per percentage point exceeding AQL.

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points/Financial Deductions For Exceeding the AQL
Attachment A, 5.16 <u>Administrative Tasks</u>	Administrative Tasks	Contractor shall provide all administrative services necessary to perform the contract requirements specified in this Agreement	5%	On-Site review, user complaints or random sample.	1 point per incident of non-compliance.
Section V, 3.0, Attachment A, 5.17 <u>Reporting Tasks</u>	Timely Invoices and reports submitted	Contractor shall submit an accurate monthly invoice by the 15 th calendar day following the report month. Contractor shall provide by the fifteenth of the month following the semi-annual and annual period of the Agreement, summaries of participant success stories and narratives of the type of services provided Contractor shall submit ad hoc reports as required by the County.	0%	Review of invoices and GEARS reports.	1 point per each day late.

ATTACHMENT B-5
CONTRACTOR'S BUDGET

CONTRACT BUDGET

PROJECT NAME: Cal-Learn

CONTRACTOR: Foothill Family Service

CONTRACT PERIOD: 1/1/06 - 8/31/06

CONTACT PERSON:

TELEPHONE NUMBER:

Jan Llewellyn

626-564-1613 x110

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	\$ 260,554
Fringe Benefits	59,650

Personnel Subtotal	\$ 320,204
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OPERATING COSTS (1)

Monthly Cost

Cost 1/1/06- 8/31/06

Equipment *	\$ -	\$ -
Supplies	1,525	12,200
Mileage (rate per mile x estimated mileage)	1,065	8,520
Computers, Printer & Software (2)	-	-
Printing/Postage	225	1,800
Provider Training/Health Promo/Education	250	2,000
Rent/Depreciation/Building Interest	3,750	30,000
Utilities	200	1,600
Telephones	500	4,000
Facility Maintenance	725	5,800
Other (Ins.Gen., recruitment, fees/licenses) *	1,400	11,188
Operating Costs - Subtotal	\$ 9,640	\$ 77,108

INDIRECT COSTS (List all appropriate) - 11.4% of direct salaries plus benefits at 22.89% for portion of salaries of reception, accounting and human resources staff (\$260,554 x 11.4% x 1.2289 = \$36,502)	36,502
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Indirect Cost - Subtotal	\$ 36,502
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Type of Service caseload multiplied by cost per case (Sub-contracting)

\$ -

(270 clients/month x 8 mos x \$200.84 = \$433,814)

Grand Total Contract Cost

\$ 433,814

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.
- * Please see Itemized Schedule

PERSONNEL SCHEDULE

CONTRACTOR: Foothill Family Service
CONTRACT PERIOD: 1/1/06 - 8/31/06

CONTACT PERSON:
TELEPHONE NUMBER:

Jan Llewellyn
626-564-1613 x110

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST	TERM OF CONTRACT	TOTAL COST
Gabriele Burkard	Program Director	1	\$ 6,930	39.13	\$ 2,712	\$ 32,542	0.666666667	\$ 21,695
Ellen Deker	Program Coordinator	3	\$ 4,780	39.13	\$ 5,611	\$ 67,333	0.666666667	\$ 44,889
Marsha Porshin								
Lorraine Williams								
Dahlia DeLeon	QA Specialist	1	\$ 2,829	39.13	\$ 1,107	\$ 13,284	0.666666667	\$ 8,856
To be filled	QA Specialist	1	\$ 2,833	100	\$ 2,833	\$ 34,000	0.666666667	\$ 22,667
Marie Velez	TFS Data Entry Specialist	1	\$ 2,544	39.13	\$ 995	\$ 11,944	0.666666667	\$ 7,963
To be filled	TFS Admin Assistant	1	\$ 2,750	39.13	\$ 1,076	\$ 12,913	0.666666667	\$ 8,609
Anisa Law	TFS Specialist	1	\$ 3,376	39.13	\$ 1,321	\$ 15,852	0.666666667	\$ 10,568
Irina Gonzalez	TFS Program Assistant	1	\$ 1,909	39.13	\$ 747	\$ 8,963	0.666666667	\$ 5,976
To be filled	Case Manager 1	3	\$ 2,466	39.13	\$ 2,895	\$ 34,743	0.666666667	\$ 23,162
Cynthia Chavez								
Crystal Lopez	Case Manager 2	13	\$ 2,394	39.13	\$ 12,180	\$ 146,160	0.666666667	\$ 97,440
Angelica Alvarez								
Adriana Barrera								
Sal Cardenas								
Aida Esqueda								
Claudia Fonseca								
Maria Lozano								
Ricardo Meza								
James Pizano								
Heidi Ponce								
Daniela Rodriguez								
Yessenia Rosas								
Yadira Vital-Gonzales								
Patty Zaragoza	Case Manager 3	1	\$ 2,789	39.13	\$ 1,091	\$ 13,097	0.666666667	\$ 8,731
Rita Loussikian								
Total Salaries:				\$	\$ 32,569	\$ 390,831		\$ 260,554

EMPLOYEE BENEFITS BY CLASSIFICATION							
	All Positions	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	POSITION CLASSIFICATION	(4)	TOTAL
Medical insurance	\$ 17,215						\$ 17,215
Dental insurance	\$ 963						\$ 963
Vision insurance	\$ 553						\$ 553
Short-term disability insurance	\$ 223						\$ 223
Cafeteria plan	\$ 36						\$ 36
Retirement/group life/long-term disability	\$ 13,028						\$ 13,028
Social security	\$ 19,739						\$ 19,739
Unemployment	\$ 2,350						\$ 2,350
Workers compensation insurance	\$ 5,542						\$ 5,542
	\$ 59,650	\$ -	\$ -	\$ -	\$ -		\$ 59,650
Fringe Benefit Subtotal							
Total # of Positions by Classification	\$ 59,650	\$ -	\$ -	\$ -	\$ -		\$ 59,650
Total Fringe Benefits (3):							

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Indicate if Cafeteria Plan
- (3) Fringe Benefits Subtotal per Classification x number of position
- (4) Change the column heading to the name of the position and provide benefit information for that position

Cal-Learn Budget Justification Narrative

CONTRACTOR: Foothill Family Service
CONTRACT PERIOD: 1/01/06- 8/31/06

CONTACT PERSON: Jan Llewellyn
TELEPHONE NUMBER: 626-564-1613 x1

ADMINISTRATIVE COSTS:

DIRECT COSTS

		Annual Salary	% of time	# Mos.	FTE	Total Cost
Salaries & Benefits						
<u>Case Management/Administrative Staff:</u>						
Case Managers	Case Manager 1	\$ 29,596	39.1%	8	3	\$23,162
	Case Manager 2	28,733	39.1%	8	13	\$97,440
	Case Manager 3	33,468	39.1%	8	1	\$8,731
	Provides direct service to clients					
Coordinator:	Supervises case managers	57,358	39.1%	8	3	\$44,889
QA Specialist:	Reviews cases for compliance with required procedures	33,948	39.1%	8	1	\$8,856
QA Specialist:	Reviews cases for compliance with required procedures	34,000	100.0%	8	1	\$22,667
TFS Specialist:	Assigns cases and provides direct service to clients	40,510	39.1%	8	1	\$10,568
Program Director:	Director of overall program	83,164	39.1%	8	1	\$21,695
TFS Admin Assistant:	Provides overall administrative support to Director and program	33,000	39.1%	8	1	\$8,609
TFS Data Entry Specialist:	Provides overall data entry support to program	30,525	39.1%	8	1	\$7,963
TFS Program Assistant:	Provides overall clerical support to program	22,908	39.1%	8	1	\$5,976
Total Personnel						\$260,554

Fringe Benefits:

	Percentage	
Health Plan	6.61%	17,215
Retirement	5.00%	13,028
Social Security	7.58%	19,739
Workers Compensation	2.13%	5,542
Other Fringe Benefits	1.58%	4,126

Total Fringe Benefits

\$59,650

Total Personnel

\$320,204

OPERATING COSTS (1)

	Total Cost
<u>Supplies:</u> Approximately \$1,439 per month for 8 months	12,200
<u>Mileage:</u> Approximately 1,007 miles per month at \$.405 per mile for 8 months	8,520
<u>Printing/Postage:</u> Approximately \$220 per month for 8 months	1,800

<u>Provider Training/Health Promo/Education:</u> Approximately \$233 per month for 8 months		2,000
<u>Rent/Depreciation/Building Interest:</u>		
Rent: \$1.87 per square foot for 819 square feet for 8 months		30,000
<u>Utilities:</u> \$204 per month for 8 months		1,600
<u>Telephones:</u> \$481 per month for 8 months		4,000
<u>Facility Maintenance:</u> \$723 per month for 8 months		5,800
<u>Other:</u>		
Outside svc - audit/Cal-Learn, computer maint. & payroll	Annual \$ 5,486	
Insurance	5,819	
Advertising	1,511	
Books and journals	526	
Other miscellaneous expense/dues & property tax	3,440	
	16,782 divided by 12 mos x 8 mos	<u>11,188</u>
Operating Costs - Subtotal		\$77,108
INDIRECT COSTS (List all appropriate) - Portion of salaries of reception, accounting and resources staff at overall indirect rate of 11.4% of direct salaries plus related benefits at 22.89% (\$260,554 x 11.4% x 1.2289 = \$36,502)		<u>\$36,502</u>
Total Indirect Cost		<u>\$36,502</u>
Grand Total Contract Cost		<u><u>\$433,814</u></u>

ATTACHMENT H-1

**CLARIFYING LEGAL AND PROCEDURAL ISSUES IN THE
SAFELY SURRENDERED BABY LAW**



Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law

On January 1, 2001, a new law in California went into effect. Known as the "Safely Surrendered Baby Law," the law states that ***"no parent or other person who has lawful custody of a minor child 72 hours old or younger may be prosecuted for child abandonment if he or she voluntarily surrenders physical custody of the child to an employee at a public or private emergency room."*** Newborns may also be safely surrendered at Los Angeles County Fire Department stations and other fire stations designated by the County Board of Supervisors.

The following are common questions and answers regarding the legal provisions and procedures included in the Law:

- **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to confidentially give up their baby, 72 hours or younger. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

- **The law guarantees confidentiality to the surrendering adult. What does this mean?**

A parent who safely surrenders a baby does not have to give her name. If a parent chooses to give her name or other identifying information, only individuals who need to know the identity and whereabouts of a surrendering parent will have access to such information, thus guaranteeing confidentiality. Such individuals may include the judge and the attorneys in court who ensure that the baby is safe and placed in a pre-adoptive home.

- **Who does the law allow to bring the baby to a Safe Surrender site?**

The law allows the parent or other person with lawful custody to bring the baby to a Safe Surrender site.

- **Does the law allow a parent to leave his or her newborn at the entrance of a Safe Surrender site?**

NO *To ensure the safety of the newborn, the parent or person with lawful custody must give his or her baby to an employee of the Safe Surrender site.*

- **Does the parent have to tell anything to the person taking the baby at the Safe Surrender site?**

NO *However, the parent will be asked to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. Although filling out the questionnaire is not required, it is encouraged. If she wishes, the parent can take the questionnaire home and mail it back to the hospital once it has been completed. The medical questionnaire does not require any information that would compromise the confidentiality of the parent.*

Clarifying Legal and Procedural Issues in the Safely Surrendered Baby Law (continued)

- **What is the process for a parent to reclaim his or her child within the 14-day timeframe outlined in the Safe Surrender Law?**

Within 14 days from the date a parent surrenders a baby, the parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. A social worker will meet with the parent and assess his or her home to determine whether the baby can be safely returned.

- **What happens if a parent wants to reclaim his or her child after the 14-day timeframe?**

A parent should call the Los Angeles County Department of Children and Family Services Child Protection Hotline at 1-800-540-4000. Because the baby's case will be in court, the parent may have to attend court hearings in addition to meeting with social workers and having his or her home assessed.

- **What is the purpose of the identification bracelet that is placed on the infant and provided to the surrendering adult?**

The bracelet assists the social workers in determining who a baby's parents may be in those cases where a parent requests the baby back. The bracelet does not establish parentage or right to custody of the child.

- **What happens to the baby if a parent does not attempt to reclaim his or her child?**

Upon receiving the surrendered baby, social workers immediately place the baby in a safe and loving home and begin the adoption process.

ATTACHMENT K
NONPROFIT INTEGRITY ACT OF 2004

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
<p>Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.</p>	()	()

OR

<p>Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.</p>	()	()
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Signature

Date

Name and Title (please type or print)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Foothill Family Service

Company Name

2500 E. Foothill Blvd., Suite 300, Pasadena, CA 91107

Address

95-1690990

Internal Revenue Service Employer Identification Number

CT-3410

California Registry of Charitable Trusts "CT" Number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

(X)

()



Signature

12-27-05

Date

Helen Morran-Wolf, Executive Director

Name and Title (please type or print)

MAIL TO:
Registry of Charitable Trusts
P.O. Box 903447
Sacramento, CA 94203-4470
Telephone: (916) 445-2021

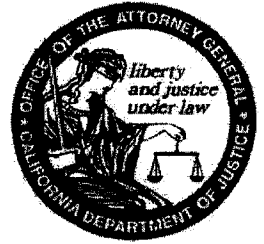
WEB SITE ADDRESS:

<http://ag.ca.gov/charities/>

ANNUAL REGISTRATION RENEWAL FEE REPORT TO ATTORNEY GENERAL OF CALIFORNIA

Sections 12586 and 12587, California Government Code
11 Cal. Code Regs. sections 301-307, 311 and 312

Failure to submit this report annually no later than four months and fifteen days after the end of the organization's accounting period may result in the loss of tax exemption and the assessment of a minimum tax of \$800, plus interest, and/or fines or filing penalties as defined in Government Code section 12586.1. IRS extensions will be honored.



State Charity Registration Number <u>3410</u>	Check if: <input type="checkbox"/> Change of address
Name of Organization <u>Foothill Family Service</u>	<input type="checkbox"/> Amended report
Address (Number and Street) <u>2500 E. Foothill Blvd., Suite 300</u>	Corporate or Organization No. <u>D1089469</u>
City or Town, State and ZIP Code <u>Pasadena, CA 91107</u>	Federal Employer I.D. No. <u>95-1690990</u>

ANNUAL REGISTRATION RENEWAL FEE SCHEDULE (11 Cal. Code Regs. sections 301-307, 311 and 312)
Make Check Payable to Attorney General's Registry of Charitable Trusts

Gross Annual Revenue	Fee	Gross Annual Revenue	Fee	Gross Annual Revenue	Fee
Less than \$25,000	0	Between 100,001 and \$250,000	\$50	Between \$1,000,001 and \$10 million	\$150
Between \$25,000 and \$100,000	\$25	Between \$250,001 and \$1 million	\$75	Between \$10,000,001 and \$50 million	\$225
				Greater than \$50 million	\$300

PART A - ACTIVITIES

For your most recent full accounting period (beginning 7/1/04 ending 6/30/05) list:
Gross annual revenue \$ 9,248,120 Total assets \$ 7,378,519

PART B - STATEMENTS REGARDING ORGANIZATION DURING THE PERIOD OF THIS REPORT

Note: If you answer "yes" to any of the questions below, you must attach a separate sheet providing an explanation and details for each "yes" response. Please review RRF-1 instructions for information required.

	Yes	No
1. During this reporting period, were there any contracts, loans, leases or other financial transactions between the organization and any officer, director or trustee thereof either directly or with an entity in which any such officer, director or trustee had any financial interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. During this reporting period, was there any theft, embezzlement, diversion or misuse of the organization's charitable property or funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. During this reporting period, did non-program expenditures exceed 50% of gross revenues?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. During this reporting period, were any organization funds used to pay any penalty, fine or judgment? If you filed a Form 4720 with the Internal Revenue Service, attach a copy.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. During this reporting period, were the services of a commercial fundraiser or fundraising counsel for charitable purposes used? If "yes," provide an attachment listing the name, address, and telephone number of the service provider.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. During this reporting period, did the organization receive any governmental funding? If so, provide an attachment listing the name of the agency, mailing address, contact person, and telephone number.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. During this reporting period, did the organization hold a raffle for charitable purposes? If "yes," provide an attachment indicating the number of raffles and the date(s) they occurred.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Does the organization conduct a vehicle donation program? If "yes," provide an attachment indicating whether the program is operated by the charity or whether the organization contracts with a commercial fundraiser for charitable purposes.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Did your organization have prepared an audited financial statement in accordance with generally accepted accounting principles for this reporting period?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Organization's area code and telephone number (626) 564 - 1613
Organization's e-mail address jlewellyn@foothillfamily.org

I declare under penalty of perjury that I have examined this report, including accompanying documents, and to the best of my knowledge and belief, it is true, correct and complete.
Janet Llewellyn Director of operations 11/15/05
Signature of authorized officer Printed Name Title Date

Foothill Family Service
95-1690990
Year ended 6/30/05

Schedule 1 - Theft of funds

Cash totalling \$4,235 was stolen from 10 Agency deposits between 7/22/05 and 9/2/05. The cash was received from clients for services rendered. The theft was reported to the Pasadena Police Department.

Additional internal control procedures have been added by the Agency to detect any future thefts immediately. And no further instances of theft have occurred.

Foothill Family Service
95-1690990
Year ended 6/30/05

Schedule 2 - Governmental funding

Agency	Address	Contact	Phone Number
LA County Dept of Mental Health	550 S. Vermont Los Angeles, CA 90020	Carlotta Childs-Seagle	213-738-3572
LA County DPSS Cal-Learn Program	12900 Crossroads Pkwy. City of Industry, CA 91746	Yolanda Mingo	562-908-3040
LA County DCFS	425 Shatto Place Los Angeles, CA 90020	Wali Mohammed	213-351-5582
LA County CSS	3333 Wilshire Blvd. #400 Los Angeles, CA 90010	Christine Salgado	213-351-6497
LA County DPSS CSBG Program	12860 Crossroads Pkwy. City of Industry, CA 91746	Dana Lac	562-902-8627
CA Dept of Health Services Office of Challenge Grants	1615 Capitol Ave. Sacramento, CA 95899	Lydia Garcia-Moss	916-650-0340
CA Dept of Health Services DV Program	1615 Capitol Ave. Sacramento, CA 95899	Teri Russell	916-654-9930
CA Dept of Health Services MCAH Branch	1615 Capitol Ave. Sacramento, CA 95899	Theresa McGinnis	916-650-0348
CA Office of Emergency Services	3650 Schriever Ave. Mather, CA 95655	Helen Alexander	916-322-2243